

PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, MAY 1, 2012 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to adopt Proclamation No. 12-05 to proclaim May 3, 2012, as the National Day of Prayer in Gila County. **(Lerry Alderman)**
 - B Information/Discussion/Action to approve the contents of the Southern Gila County Community Wildfire Protection Plan and sign the declaration of agreement and concurrence. **(Michael O'Driscoll)**
 - C Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS12-020644) between the State of Arizona Department of Health Services and Gila County Health Services to assist Gila County in completing a Community Health Assessment and Community Health Improvement Plan in the amount of \$40,000 and an additional \$5,000 to assist in the creation of strategic plan for the Gila County Health & Emergency Services Division for a period of one year beginning April 2012, and terminating April 2013. **(Michael O'Driscoll)**
 - D Information/Discussion/Action to accept a grant award in the amount of \$5,000 from the Robert Wood Johnson Foundation for the Division of Health and Emergency Services to complete a quality improvement project. **(Michael O'Driscoll)**
 - E Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 040112-1 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department. **(Steve Stratton)**
 - F Information/Discussion/Action to adopt Resolution No. 12-05-05 which declares continued support to maintain the projects described in the Arizona Department of Transportation's Five Year Transportation Facilities Construction Program as reconstruction and lane additions to U.S. 60, the Silver King and Superior Streets sections, to begin no later than FY 2013. **(Steve Stratton)**
 - G Information/Discussion/Action to approve the Section 5316 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of \$30,000, which includes a GEST match of \$30,000, for operating expenses to continue providing the authorized employment transportation needs to the individuals in Gila County.

(Dave Caddell)

3 CONSENT AGENDA ACTION ITEMS:

- A Approval to adopt Resolution No. 12-05-01 officially accepting Tomahawk Trail and Western Way as shown on Strawberry Creek Foothills Subdivision Map, Official Map Number 572 and 572A, Gila County Records, as public roads to be maintained as public roadways in the Gila County Maintained Roadway System.
- B Approval of Amendment No. 2 to HRPP/NICP Community Nursing Contract No. HP961245-003 between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services to extend the contract for an additional year, from July 1, 2012, to June 30, 2013.
- C Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc. for professional engineering services for the Pine Creek Canyon Road Project at a cost increase of \$10,000, and to extend the contract to March 31, 2013.
- D Approval of a Statement of Agreement between Gila County and S.A.K. Electrical & Plumbing for claim number 553874 in the amount of \$52,737.06 to be paid by SECURA Insurance to S.A.K. Electrical & Plumbing for defective work at the Women's Jail Dormitory.
- E Approval of the appointments of the following precinct committeemen as submitted by the Gila County Democratic Committee: Star Valley Precinct-Patrece Ryan, Globe #1 Precinct-Joseph E. Lunt, Miami #3 Precinct-Rodolfo M. Sanchez, Miami #3 Precinct-Richard Lazarin Jr., Payson #2 Precinct-Wilma Mae Dalby and Star Valley Precinct-Chaya S. Schonberger.
- F Approval of the appointments of the following precinct committeemen as submitted by the Gila County Republican Committee: Payson #2 precinct-Stanley Gordon Langham, Williamette J. Langham and Monica Anne Joyner, Payson 5-David Kent Flider and Gisela-Michael R. Armstrong.
- G Approval of the February 2012 monthly activity report submitted by the Recorder's Office.
- H Approval of the March 2012 monthly activity report submitted by the Clerk of the Superior Court
- I Approval of the March 2012 monthly activity report submitted by the Payson Regional Constable's Office
- J Approval of the April 17, 2012, BOS meeting minutes.
- K Acknowledgement of the Human Resources weekly reports for all personnel action items approved by the County Manager for the month of April 2012, as follows: April 3, 2012, April 10, 2012, April 17, 2012, and April 24, 2012.

- L Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 31 to April 6, 2012, and April 7 to April 13, 2012.
- M Approval of finance reports/demands/transfers for the weeks of April 24, 2012, and May 1, 2012.
- 4 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 5 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-1203

Regular Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Marian **Submitted By:**

Sheppard,
Chief
Deputy
Clerk, BOS

Marian Sheppard, Chief Deputy Clerk,
BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Lerry
Alderman

Information

Request/Subject

Proclamation No. 12-05 - National Day of Prayer

Background Information

The first Thursday in May has been designated as the National Day of Prayer since 1988. Historically, the Governor of the State of Arizona and the President of the United States each year adopts a proclamation to proclaim the first Thursday in May as the National Day of Prayer. For many years, the Gila County Board of Supervisors has also adopted a proclamation for same.

Evaluation

Each year the Board of Supervisors adopts a proclamation to declare a date certain in May (first Thursday in May) as the National Day of Prayer and encourages all citizens to pray on their own and give thanks for the rich blessings of our County, State and Nation.

This year's theme is "One Nation Under God" and the theme verse is Psalms 33:12, "Blessed is the nation whose God is the LORD."

Conclusion

Lerry Alderman, Globe City Councilman, has agreed to present this proclamation to the Board of Supervisors at this time to proclaim May 3, 2011, as the National Day of Prayer in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 12-05 to proclaim May 3, 2012, as the National Day of Prayer.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 12-05 to proclaim May 3, 2012, as the National Day of Prayer in Gila County. **(Lerry Alderman)**

Attachments

National Day Of Prayer Proclamation No. 12-05



PROCLAMATION NO. 12-05

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING MAY 3, 2012, AS THE NATIONAL DAY OF PRAYER IN GILA COUNTY.

WHEREAS, the National Day of Prayer was officially created in 1952 by a joint resolution of the U.S. Congress, and signed into law by President Harry Truman; and

WHEREAS, the first Thursday of May has been designated as the National Day of Prayer since 1988; and

WHEREAS, the pilgrims prayed on the Mayflower and their first act upon touching the soil in America was to kneel and pray; and

WHEREAS, Arizona Governor Jan Brewer has proclaimed May 3, 2012, as the National Day of Prayer for the State of Arizona; and

WHEREAS, each year the President of the United States historically proclaims the first Thursday in May as the National Day of Prayer for the United States of America; and

WHEREAS, this year's theme is "One Nation Under God" and the theme verse is Psalm 33:12 "Blessed is the nation whose God is the LORD"; and

WHEREAS, at least eight observances of the National Day of Prayer are scheduled for May 3, 2012, in Payson, Pine, and the Globe/Miami area.

NOW, THEREFORE, we, the members of the Gila County Board of Supervisors, do hereby proclaim May 3, 2012, as the National Day of Prayer in Gila County and encourage all citizens to pray on their own and give thanks for the rich blessings of our County, State and Nation.

PASSED AND ADOPTED this 1st day of May 2012.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk

Tommie C. Martin, Chairman

Shirley L. Dawson, Vice-Chairman

Michael A. Pastor, Member

ARF-1204

Regular Agenda Item 2- B

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Debra Williams, Deputy Director of
Emergency Services

Submitted By: Sarah White, Executive Administrative
Assistant, Health & Emergency Services
Division

Department: Health & Emergency Services Division

Division: Administration

Presenter's Name: Michael O'Driscoll

Information

Request/Subject

Southern Gila County Community Wildfire Protection Plan

Background Information

The Southern Gila County Community Wildfire Protection Plan (the Plan) was developed in response to the Healthy Forests Restoration Act of 2003 (HFRA) for at-risk communities and unincorporated areas. The objective is to help local governments, fire departments, fire districts and residents identify communities, infrastructure, and remote private lands that are at risk from catastrophic wildland fire. This process results in the creation of a Wildland Urban Interface (WUI).

A Core Team of stakeholders was formed to implement the agency and public collaboration necessary to develop the WUI, define goals, list priority action recommendations and incorporate that information into the final Plan. The Core Team included representation from 13 communities, including Globe, Miami, Claypool, Pleasant Valley, Hayden and Winkelman, covering 330,272 acres. The Plan also includes all unincorporated areas of Gila County that are not currently included in the Northern Gila County Wildfire Protection Plan.

General elements used in creating the WUI included fuel hazards, local topography, vegetative fuels, natural firebreaks, historical fire occurrence, community development characteristics, firefighting preparedness and response capabilities, public infrastructure, and recreational values.

Evaluation

The following goals are identified in the Plan: Improve fire prevention and suppression; emphasize firefighter and public safety; reduce hazardous fuels; emphasize public and private property protection; restore forest, rangeland, and riparian health; promote community involvement and provide for community protection; recommend measures to reduce structural ignitability in the WUI; encourage economic development in the communities from vegetative treatments; encourage communities, subdivisions, and developments that are not within a fire district to either be annexed by an existing fire district or create their own district for enhanced wildland fire protection; and use the Plan in conjunction with surrounding community and agency fire management plans.

Conclusion

The goals and action recommendations outlined in the Plan support a unified effort to collaboratively implement adaptive management principles that enhance decision making and reduces inconsistency at all levels of government.

A successfully adopted CWPP provides a foundation that can be used to support grant applications that provide funding for mitigation of risks to life, property and the economy in Gila County.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the contents of the Southern Gila County Community Wildfire Protection Plan and sign the declaration of agreement and concurrence.

Suggested Motion

Information/Discussion/Action to approve the contents of the Southern Gila County Community Wildfire Protection Plan and sign the declaration of agreement and concurrence. **(Michael O'Driscoll)**

Attachments

Southern Gila County Community Wildfire Protection Plan

Declaration of Agreement and Concurrence

Southern Gila County Community Wildfire Protection Plan



**Globe • Miami • Claypool • Tonto Basin/Roosevelt
Hayden • Top of the World • Dripping Springs • Winkelman
Haigler Canyon • Nail Ranch • Pleasant Valley/Young
Rose Creek/YMCA • El Capitan**

December 2010

Arizona State Forestry Division

Gila County Board of Supervisors

City of Globe

City of Miami

City of Winkelman

City of Hayden

Bureau of Land Management

Tonto National Forest

Tonto National Monument

Globe Fire Department

Canyon Fire Department

Tri-City Fire Department

Miami Fire Department

Hayden Fire Department

Winkelman Fire Department

Tonto Basin Fire Department

Pleasant Valley Fire Department

Arizona Public Service Company

Salt River Project

Southern Gila County Community Wildfire Protection Plan

December 2010

**Prepared by:
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**LOGAN SIMPSON
DESIGN INC.**

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ACRONYMS AND ABBREVIATIONS

APS	Arizona Public Service
ASLD	Arizona State Land Department
ASFD	Arizona State Forestry Division
BA	basal area
BLM	Bureau of Land Management
CWPP	community wildfire protection plan
drc	diameter at root collar
FRCC	fire regime condition class
GCDEM	Gila County Department of Emergency Management and Public Health Preparedness
GIS	geographic information system
GPS	Global Positioning System
HFRA	Healthy Forests Restoration Act of 2003
IGA	intergovernmental agreement
IMS	Federal Wildland Fire Occurrence Internet Mapping Service
ISO	Insurance Services Office
NPS	National Park Service
PPE	personal protective equipment
SR	state route
SRP	Salt River Project
SWReGAP	Southwest Regional Gap Analysis Project
TES	Threatened, endangered, and sensitive species
TNF	Tonto National Forest
USDA	US Department of Agriculture
USDI	US Department of the Interior
USFS	US Forest Service
WUI	wildland-urban interface

EXECUTIVE SUMMARY:

SOUTHERN GILA COUNTY COMMUNITY WILDFIRE PROTECTION PLAN

The Southern Gila County Community Wildfire Protection Plan (CWPP) was developed in response to the Healthy Forests Restoration Act of 2003 (HFRA) for the at-risk communities and unincorporated areas in southern Gila County, Arizona, located south of the Rim Country CWPP area and the San Carlos Apache Indian Reservation. Public lands within the CWPP analysis area are administered by the US Department of the Interior Bureau of Land Management (BLM) Gila District Office, Tucson Field Office; the Tonto National Forest (TNF); and the National Park Service (NPS) Tonto National Monument. A CWPP developed in accordance with HFRA is the most effective way to acquire federal funding for fire preparedness and planning. Gila County, partner agencies, and participating communities wish to adopt a CWPP to better protect southern Gila County communities from wildfire risk, to better prepare citizens, and to become eligible to apply for and receive federal and other grant monies to implement wildfire mitigation projects and programs.

Section I. Introduction

A primary objective of a CWPP is to help local governments, fire departments, fire districts, and residents identify at-risk public and private lands and to protect those lands from severe wildfire threat. Additional functions of a CWPP are to improve fire prevention and suppression activities, identify funding needs and opportunities, reduce the risk of wildfire, and enhance public and firefighter safety. Identifying at-risk areas and improving fire protection capabilities helps the communities prioritize high-risk projects and expedites overall project planning. Southern Gila County's CWPP was created to meet these objectives at a local level while integrating overall federal- and state-level fire planning.

To ensure that all residents of southern Gila County were represented in this planning process, a team, referred to as the "Core Team," was formed to implement the agency and public collaboration necessary to develop a CWPP compliant with HFRA. The Core Team represented the communities of Globe, Miami, Claypool, Haigler Canyon, Pleasant Valley, Rose Creek/YMCA, Tonto Basin, Roosevelt, Winkelman, Hayden, Nail Ranch, El Capitan, and Dripping Springs and the local fire departments and districts of Globe, Miami, Tri-City, Canyon, Tonto Basin, Hayden, Winkelman, and Pleasant Valley. The Core Team identified 13 communities and analyzed 330,272 acres for potential risk from catastrophic wildfire within southern Gila County.

Section II. Community Assessment

Section II covers the methods used in community wildfire risk assessments; the identification of the wildland-urban interface (WUI); and the identification of communities with high, moderate, and low wildfire risk within the WUI. Environmental elements used by the Core Team to identify the WUI include wildland vegetative fuel hazards, consideration of aspect and local topography, historical fire occurrence, and wildfire ignition history. These environmental factors were coupled with community-based characteristics and values, such as local fire resource preparedness, infrastructure, and population and structure density. An external element, the Fire Insurance Services Office ratings, was also used in determining wildfire risk to communities within the WUI. These elements were all identified and combined using spatial analysis

within a geographic information system (GIS). As a result of the GIS analysis, a WUI and sub-WUI boundary map and a wildfire risk rating map were created. Sub-WUIs were divided into treatment management areas, according to high, moderate, and low fuel hazard. Several components, including slope, aspect, vegetation type, vegetation density, ground-fuel loads, and treated areas were used to make fuel-hazard determinations. The Southern Gila County CWPP analysis area comprises 330,272 acres of federal, state, and private lands. Cumulative risk levels across this analysis area include 23,602 acres (8%) of high wildfire risk, 213,223 acres (64%) of moderate risk, and 93,447 acres (28%) of low risk.

Section III. Community Mitigation Plan

Section III prioritizes the areas in need of wildland fuel mitigation and recommends methods of treatment and management to mitigate the potential for catastrophic wildfire in the WUI. This section also presents the Southern Gila County CWPP communities' recommendations for enhanced wildfire protection capabilities; public education, information, and outreach; and support for local wood product, woody biomass, and wildland vegetative fuel management businesses and industries.

As part of the Community Mitigation Plan, the Core Team identified the Southern Gila County CWPP administering agencies, which include the fire chiefs of southern Gila County communities, the Gila County Division of Emergency Management and Public Health Preparedness (GCDEM), TNF, the Arizona State Forestry Division (ASFD), and BLM. These agencies will be mutually responsible for implementing and monitoring the Southern Gila County CWPP action recommendations in coordination with a countywide community CWPP Working Group.

To prioritize treatments, the Core Team identified 28 wildland fuel treatment areas within 14 sub-WUI designations. These treatment areas were analyzed and categorized according to potential risk for wildfire. Each area was also ranked and described and a recommendation for the preferred treatment type and method was provided. Preferred treatments were recommended for treatment management areas identified as high risk. These treatments are designed to meet the fuel reduction and modification objectives of the Southern Gila County CWPP.

Section IV. Southern Gila County CWPP Priorities: Action Recommendations and Implementation

During the development of the Southern Gila County CWPP, the Core Team identified action recommendations necessary to achieve the goals outlined in the plan. The first action recommendation is to identify priority treatment areas for fuel reduction projects. The objective of a fuel reduction project is to create an acceptable vegetation condition class for community and infrastructure protection and public and firefighter safety. Priority treatment management areas were designated in areas identified as high risk. Table 4.1 in Section IV lists the priority action recommendations for the reduction of hazardous fuels within the Southern Gila County CWPP area. The second action recommendation is to reduce structural ignitability. Reduction of structural ignitability is achieved through evaluation; maintenance; and, at times, upgrades to community response facilities, capabilities, and equipment. The third action recommendation is to promote community involvement; action items include community education, information, and outreach.

Section V. Monitoring Plan

The monitoring plan, outlined in Section V, describes the implementation and monitoring of the Southern Gila County CWPP. The Core Team recommends establishing a CWPP Working Group composed of the fire chiefs from southern Gila County, ASFD, GCDEM, TNF, NPS, and BLM that would be responsible for implementation and monitoring. Implementation begins by securing grants and other funding necessary to execute the action items.

The CWPP Working Group will compile and provide reports of successful grant awards and projects implemented as a result of those awards. The CWPP Working Group will also update work plans based on projects completed in the previous years.

Acknowledgments

The following communities and agencies were involved in the preparation of the Southern Gila County CWPP:

- Gila County Division of Emergency Management and Public Health Preparedness
- Municipal fire departments and local fire districts
- Municipalities of Globe, Miami, Winkelman, and Hayden
- Arizona State Forestry Division
- US Department of the Interior, Bureau of Land Management
- US Department of Agriculture, Forest Service, Tonto National Forest
- National Park Service, Tonto National Monument
- Arizona Public Service Company
- Salt River Project

I. INTRODUCTION

The Southern Gila County Community Wildfire Protection Plan (CWPP) was developed in response to the Healthy Forests Restoration Act of 2003 (HFRA) for the at-risk cities and unincorporated areas in southern Gila County, Arizona (see Figure 1.1), located around public lands administered by the following agencies: the Bureau of Land Management (BLM) Gila District Office; the Tonto National Forest (TNF) Globe, Pleasant Valley, and Tonto Basin Ranger Districts; and the National Park Service (NPS) Tonto National Monument. HFRA established unprecedented incentives for communities to develop comprehensive wildfire protection plans in a collaborative, inclusive process. Furthermore, this legislation directs the US Forest Service (USFS) and BLM to address local community priorities in fuel reduction treatments, even on nonfederal lands.

HFRA requires federal agencies to collaborate with communities in developing hazardous fuel reduction projects and places priority on treatment areas identified by communities through the development of a CWPP. Priority areas include the wildland-urban interface (WUI), municipal watersheds, areas affected by windthrow or by insect or disease epidemics, and critical wildlife habitat that would be negatively affected by a catastrophic wildfire.

In compliance with Title 1 of HFRA, the CWPP requires agreement among local governments, local fire departments and districts, and the state agency responsible for forest management. For the Southern Gila County CWPP, this agency is the Arizona State Forestry Division (ASFD). The CWPP must also be developed in consultation with interested parties and the applicable federal agency managing the public lands surrounding the at-risk communities. The majority of lands surrounding the at-risk communities and unincorporated intermixed community zones within southern Gila County are “public lands” and “lands of the National Forest System” as defined in Sections 3.1.A and B of HFRA; Indian tribal lands, as defined in Section 3.2 of HFRA; and Arizona State Trust lands.

The Southern Gila County CWPP has been developed to assist local governments, fire departments and districts, and residents to identify lands—including federal lands—at risk from severe wildfire threat and to identify strategies for reducing hazardous vegetative fuels within the WUI while improving watershed and rangeland health, supporting local industry and local economies, and improving public and firefighter safety and response capabilities. The Southern Gila County CWPP is based on the *Approved Arizona Statewide Land Use Plan Amendment for Fire, Fuels, and Air Quality Management and Decision Record* (BLM 2004a); the *Tonto National Forest Land and Resource Management Plan* (USFS 2005); *Amendment 25 to the Tonto National Forest Land and Resource Management Plan* (USFS 2006); and the *Tonto National Monument Wildland Fire Management Plan* (NPS 2003). It is also based on guidance from *Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities* (Communities Committee et al. 2004), the *Southwest Community Wildfire Protection Plan Guide* (Southwest Strategy 2009) and the *Statewide Strategy for Restoring Arizona’s Forests* (Governor’s Forest Health Councils 2007).



Figure 1.1. Analysis Area

The ASFD (2009) identified forty (40) at-risk communities in Gila County: thirty-two (32) of these communities are included in the 2004 Rim Country CWPP, one community is included in the Graham County CWPP (2004), and two tribal communities are included in the San Carlos Apache Tribe Prevention Plan (2004); however, five communities are not included in any CWPP (ASFD 2009). The Southern Gila County CWPP was developed to ensure that all at-risk communities within Gila County are included within a compliant CWPP.

To ensure that all residents of southern Gila County were represented in this planning process, a team, referred to as the “Core Team,” was formed to implement the agency and public collaboration necessary to develop a CWPP compliant with HFRA. The Core Team represented the communities of Globe, Miami, Claypool, Haigler Canyon, Pleasant Valley, Rose Creek/YMCA, Tonto Basin, Roosevelt, Winkelman, Hayden, Nail Ranch, El Capitan, and Dripping Springs and the local fire departments and districts of Globe, Miami, Tri-City, Canyon, Tonto Basin, Hayden, Winkelman, and Pleasant Valley. The Core Team agreed to and established the development process for the Southern Gila County CWPP. The Core Team identified 13 communities and analyzed 330,272 acres for potential risk from catastrophic wildland fire within southern Gila County.

The following sections detail the background and process used to develop the Southern Gila County CWPP and define the associated WUI. In addition, the desired future condition of lands covered by the Southern Gila County CWPP is described; current fire policies and programs are identified; and future needs are discussed and the goals of the Southern Gila County CWPP are presented.

A. Background

The process for developing this CWPP consisted of evaluating southern Gila County to identify communities, infrastructure, and remote private lands at risk from catastrophic wildland fire. During this analysis the Gila County Division of Emergency Management and Public Health Preparedness (GCDEM) requested that local governments, fire departments and districts, BLM, TNF, NPS, ASFD, and interested individuals throughout southern Gila County to participate in the Core Team to develop the Southern Gila County CWPP. The Core Team was created to define and locate interface and intermix communities in which significant community values and infrastructure are at risk because of the potential of wildland fire.¹ Gila County is the local government authority for the unincorporated communities identified as at risk, while the city or town councils of the cities of Globe, Miami, Hayden, and Winkelman are the appropriate municipal government authorities for cooperating fire departments in developing and agreeing to the Southern Gila County CWPP. To ensure information dissemination and an open public process, with the goal of representing all community interests during the development of the CWPP, Gila County and the Core Team requested that a 30-day public review period for the CWPP be provided before submission to the Gila County Board of Supervisors for approval. The Core Team, in association with planned public involvement, meets all collaborative guidance criteria established by the Wildland Fire Leadership Council (2002).

¹*Interface communities* exist where structures directly abut wildland fuels; *intermix communities* exist where structures are scattered throughout a wildland area (USDA and USDI 2001a).

The Core Team and collaborators developed this CWPP to increase preparedness, to reduce hazardous wildland fuels, to reduce impacts from catastrophic wildfire, and to prepare recommendations for reducing structural ignitability. In addition, the Core Team developed this CWPP to increase communication with local, county, state, and federal emergency response personnel by determining areas of high risk from unwanted wildland fire; by developing mitigation measures to reduce hazardous wildland fuels; by improving emergency response to unplanned wildfire; by preventing wildfire ignitions from state and public lands from spreading into the WUI; and by preventing wildfire ignitions within the WUI from spreading to adjacent state and public lands.

During initial analyses for the proposed wildland fuel mitigation recommendations, as well as the development of the Southern Gila County CWPP, the Core Team reviewed the following documents:

- “Urban Wildland Interface Communities within the Vicinity of Federal Lands That Are at High Risk from Wildfire,” *Federal Register* Vol. 66, Nos. 3 and 160 (US Department of Agriculture [USDA] and US Department of the Interior [USDI] 2001a and 2001b)
- *Field Guidance: Identifying and Prioritizing Communities at Risk* (National Association of State Foresters 2003)
- *Arizona Wildland Urban Interface Assessment* (ASFD 2004)
- *Identifying Arizona’s Wildland/Urban Interface Communities at Risk: A Guide for State and Federal Land Managers* (ASFD 2007)
- *Arizona-Identified Communities at Risk* (ASFD 2009)
- *Statewide Strategy for Restoring Arizona’s Forests* (Governor’s Forest Health Councils 2007)
- *2006 Status Report and Recommendations* (Governor’s Arizona Forest Health Oversight Council 2006)
- *A Collaborative Approach for Reducing Wildland Fire Risks to Communities and the Environment: 10-Year Comprehensive Strategy Implementation Plan* (USFS and BLM 2002)
- *Approved Arizona Statewide Land Use Plan Amendment for Fire, Fuels, and Air Quality Management and Decision Record* (BLM 2004a)
- “Chapter 5140.5 Definitions. Wildland Urban Interface (WUI),” in *Forest Service Manual (FSM) Southwest Region*, FSM 5100-Fire Management(2010)
- *National Fire Plan* (USFS and BLM 2004b)
- *Healthy Forests: An Initiative for Wildfire Prevention and Stronger Communities* (Presidential Policy 2002)
- HFRA
- *The Healthy Forests Initiative and Healthy Forests Restoration Act: Interim Field Guide* (USFS and BLM 2004a)
- *Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities* (Communities Committee et al. 2004)
- *Tonto National Forest Land and Resource Management Plan* (USFS 2005)

- *Wildland Fire Suppression (Including Wildland Fire Use) and Rehabilitation in Riparian and Aquatic Habitats (RA)* (BLM 2004b)
- *Guidance for Implementation of Federal Wildland Fire Management Policy* (USFS and BLM 2009)
- *Tonto National Monument Wildland Fire Management Plan* (NPS 2003)

Since 1980, over 630 wildfire ignitions have been recorded within the Southern Gila County CWPP analysis area. Large wildfires have become increasingly common in the desert vegetation zones due to the presence of nonnative annual grasses and other herbaceous and invasive grasses. Since 2000, a total of 14 large wildfires have burned 114,178 acres within the analysis area, including 10,294 acres within the southern Gila County WUI. County fire departments and districts have responded to and suppressed numerous wildland fires within the WUI during the past several years. Many of these wildland fire ignitions have occurred adjacent to roadways within woodland vegetation associations and higher-elevation chaparral and woodland vegetation associations that threaten the at-risk communities of southern Gila County with the potential for catastrophic wildland fire. Continued extreme weather conditions, dry fuels, increased nonnative invasive vegetation, and increased fuel loading on federal and nonfederal lands contribute to the potential for catastrophic wildland fires within southern Gila County. Therefore, the fire departments and districts and governmental agencies have initiated fire preparedness and land-treatment planning efforts to deal with the types and densities of wildland fuels that significantly threaten communities with potential catastrophic wildfire. For example, forest service land and structures on top of the Pinal Mountains is considered a high-priority WUI by the TNF (USFS 2010). Because of the high values at risk in this area, the Globe Ranger District has treated 400 acres at the top of the Pinal Mountains to protect the cabins, recreation sites, and communication sites from wildfire. However, TNF, BLM and NPS, through existing land management direction, have limited opportunities to describe and implement fuels modification treatments in desert scrub/shrub habitats where wildfire ignitions occur. Vegetative prescriptions within Sonoran Desert vegetative communities consist mainly of managing invasive grasses and invasive winter annual vegetation to reduce potential effects of unwanted wildfire.

In 2003, Governor Janet Napolitano created the Forest Health Advisory Council and the Forest Health Oversight Council in response to the increasing number, frequency, and intensity of unwanted wildfires threatening Arizona communities and forests (Executive Order 2003-16). The councils were directed to develop scientific information and policy recommendations to advise the Governor's administration on matters of forest health, unnaturally severe forest fires, and community protection. In 2005, the councils established a subcommittee to begin work on a 20-year strategy to restore forest health, protect communities from fire, and encourage forest-based economic activity. Governor Napolitano approved and signed the *Statewide Strategy for Restoring Arizona's Forests* in June 2007. Governor Janice Brewer issued Executive Order 2007-17 on July 9, 2009, which reestablished the Forest Health Council. The Core Team has reviewed the strategy—specifically, the Sky Islands landscape—to ensure that the recommendations adopted by the Core Team and presented within the Southern Gila County CWPP comply with, and complement, the *Statewide Strategy for Restoring Arizona's Forests*. Using the information gathered from these supporting documents, the Core Team and collaborators agreed that the southern Gila County communities listed in the *Arizona-Identified Communities at Risk* (ASFD 2009), as

well as other developed areas identified as at risk within the Southern Gila County CWPP WUI, constitute interface or intermix communities (see USDA and USDI 2001a; ASFD 2007) at risk from wildland fire.

B. WUI and Delineation Process

In 2009, five Gila County communities, none of which were included in any existing CWPP, were added to the *Arizona-Identified Communities at Risk* (ASFD 2009) and were given a WUI risk rating for catastrophic wildland fire. The Core Team and collaborators concur with this 2009 listing of at-risk communities, as maintained by the Arizona State Forester. The Core Team and collaborators recommend maintaining the listing of those five communities and, given the Southern Gila County CWPP wildland fire analysis, further recommend including 8 -additional southern Gila County communities, along with their associated WUI risk ratings as identified by the Core Team, in the *Arizona-Identified Communities at Risk* list (see Table 1.1).

The Southern Gila County CWPP analyzes risk and makes recommendations to reduce the potential for unwanted wildland fire to the 13 at-risk communities in southern Gila County. There are additional private lands within the analysis area that are included within the WUI and not within a fire district and not specifically listed in this table that are at risk from wildland fire. See Section 2, E for additional community detail descriptions. The Southern Gila County CWPP analysis further refines components of wildland fire risk and prioritizes community recommendations for reducing wildland fire potential through vegetative fuel management and public outreach/education and for reducing structural ignitability. According to HFRA (Secs. 101.1.A.i–ii, 101.1.B, and 101.1.C), an “(1) At-risk community . . . means an area – (A) that is comprised of – (i) an interface community . . . or (ii) a group of homes and other structures with basic infrastructure and services . . . within or adjacent to Federal land; (B) in which conditions are conducive to a large-scale wildland fire disturbance event; and (C) for which a significant threat to human life or property exists as a result of a wildland fire disturbance event”.

Table 1.1. Southern Gila County CWPP recommended at-risk communities

Community ^a	WUI Risk	Fire department/ district	Community ^a	WUI Risk	Fire department/ district
Globe ^a	Moderate	Globe Fire Department	Winkelman	Moderate	Winkelman Fire Department
Miami	Moderate	Miami Fire Department	Haigler Canyon ^a	High	None
Claypool	Moderate	Tri-City Fire Department	Nail Ranch ^a	High	None
Tonto Basin/ Roosevelt	Moderate	Tonto Basin Fire Department	Pleasant Valley ^a / Young	Moderate	Pleasant Valley Fire Department
Hayden	Low	Hayden Fire Department	Rose Creek/ YMCA ^a	High	None
Top of the World ^b	High	None	El Capitan	High	None
Dripping Springs	Low	None			

^a These communities are listed as moderate on the 2009 *Arizona Communities at Risk Matrix* (www.azsf.az.gov).

^b As listed in the 2009 Pinal County CWPP.

The at-risk communities within southern Gila County are adjacent to federal lands, including public lands administered by BLM, NPS, and TNF, and are consistent with the Arizona State Forester's definition of an *intermix* or *interface community* (ASFD 2007:1):

The Intermix Community exists where structures are scattered throughout a wildland area. There is no clear line of demarcation; wildland fuels are continuous outside of and within the developed area. The developed density in the intermix community, ranges from structures very close together to one structure per forty acres. Local fire departments and/or districts normally provide life and property fire protection and may also have wildland fire protection responsibilities.

The Interface Community exists where structures directly abut wildland fuels. There is a clear line of demarcation between wildland fuels and residential, business, and public structures. Wildland fuels do not generally continue into the developed area. The development density for an interface community is usually three or more structures per acre, with shared municipal services. Fire protection is generally provided by a local fire department with the responsibility to protect the structure from both an interior fire and an advancing wildland fire.

In addition to a community's listing status, the current condition of the wildland fuels within and adjacent to at-risk communities significantly contributes to the possibility of a catastrophic wildfire capable of damaging or destroying community values, such as houses, infrastructure, recreational sites, businesses, and wildlife habitats. Establishing a CWPP to enhance the protection of community values and to minimize the potential loss of property, while ensuring public and firefighter safety, during a catastrophic wildfire remains the overriding priority recommendation of the Southern Gila County CWPP.

The WUI is commonly described as the zone where structures and other features of human development meet and intermingle with undeveloped wildland or vegetative fuels. USFS (2010) defines WUIs as:

...those areas of resident populations at imminent risk from wildfire, and human developments having special significance. These areas may include critical communications sites, municipal watersheds, high voltage transmission lines, observatories, church camps, scout camps, research facilities, and other structures that if destroyed by fire, would result in hardship to communities. These areas encompass not only the sites themselves, but also the continuous slopes and fuels that lead directly to the sites, regardless of the distance involved.

The Southern Gila County CWPP process of delineating WUI boundaries for at-risk communities involved collaboration among local, state, and federal government representatives, as well as interested individuals within the communities. The Core Team reviewed Sec.101.1.16 of HFRA for the definition of a WUI. After review of HFRA and discussion with federal and state wildland fire and resource specialists, the Core Team determined the WUI boundary for at-risk communities in the CWPP analysis area to include the following: private lands within a defined community boundary with a 1.5-mile buffer; private lands not located within a defined community boundary, described primarily as "occluded" communities (ASFD 2007), with a 0.5-mile buffer; and significant federal lands included as USFS WUI. The Core Team believes that the Southern Gila County CWPP WUI is the minimum area needed to provide protection to each community and its surrounding community values. The identified WUI includes a total of

330,272 acres composed of a mix of private, county, state, and federal lands. The WUI lands surrounding the communities are or could be, under extraordinary rainfall years, in a condition conducive to large-scale wildland fire, and such a wildfire could threaten human life and properties (see Photo.1.1).



Photo 1.1. 2005 wildfire in southern Gila County
(courtesy of TNF Tonto Basin District)

General elements used in creating the WUI for southern Gila County at-risk communities include the following:

- Fuel hazards, local topography, vegetative fuels, and natural firebreaks
- Historical fire occurrence
- Community development characteristics
- Firefighting preparedness and response capabilities
- Infrastructure
- Recreational values

C. Desired Future Condition and Wildfire Mitigation in the WUI

The desired future condition of Southern Gila County CWPP lands includes the maintenance of, or return to, wildland fire resiliency status and the maintenance of, or return to, the historical vegetation community and historical fire regime as appropriate for the vegetative community and protection of community values within southern Gila County. This historical potential plant community is composed of desert shrub-scrub, shrublands (mesquite uplands), deciduous southwest riparian corridors, grasslands, and woodlands, including chaparral, pinyon-juniper, and ponderosa pine woodlands. All of these plant communities have an associated understory of grasses and shrubs, and some are also composed of invasive grasses and woody species (NatureServe 2004; Gori and Enquist 2003). In lower-elevation desert scrub-shrubland

associations' wildland fire played a very limited role in the development and maintenance of these vegetative communities. In these habitats wildfire has a high return interval, and unplanned ignitions could have negative effects on the ecosystem unless some form of mitigation is instituted. In these vegetative associations, mitigation practices could include biological (grazing), chemical, or mechanical means to manage invasive grasses and herbaceous and woody vegetation invasions in order to meet resource objectives and minimize effects of unwanted wildland fire.

The Southern Gila County CWPP also includes portions of the Madrean Archipelago Sky Islands landscape, which is a complex of forested mountain ranges in southeastern Arizona dominated by woodland vegetation associations of both tropical and temperate origins that typically support a high level of biodiversity (Governor's Forest Health Councils 2007). The Core Team intends the Southern Gila County CWPP to complement BLM, TNF, and NPS objectives; the *Statewide Strategy for Restoring Arizona's Forests* (Governor's Forest Health Councils 2007); the *Approved Arizona Statewide Land Use Plan Amendment for Fire, Fuels, and Air Quality Management and Decision Record* (BLM 2004a); *Amendment 25 to the Tonto National Forest Land and Resource Management Plan* (USFS 2006); and the *Tonto National Monument Wildland Fire Management Plan* (NPS 2003). Federal wildfire reduction policy on public lands is planned and administered primarily by tribal governments and by BLM, TNF, and NPS, which are the federal governing agencies for the public lands associated with the Southern Gila County CWPP planning area. BLM and TNF manage wildland fire to help reduce unnaturally high wildland fuel loads that contribute to catastrophic wildland fire and also to help encourage the return of fire to a more natural role in fire-adapted ecosystems, to achieve ecosystem benefits, to reduce economic impacts from wildland fire, and to enhance public and firefighter safety. The NPS manages wildland fire for the safety of visitors and the protection of facilities and cultural and natural resources and to restore and perpetuate natural and cultural landscapes through aggressive suppression with minimum damages to resources (NPS 2003).

The desired future condition of federal lands includes improving public and firefighter safety from wildland fire, using wildland fire as a management tool to achieve resource objectives, managing hazardous wildland fuels within and adjacent to the WUI, providing adaptive wildland fire response and suppression, and returning public lands to historic vegetative conditions where possible and practicable to do so. Once this condition is achieved, natural processes such as fire can be incorporated into long-term management practices to sustain habitat health. Current federal fire guidelines state that "initial action on human-caused wildfire will be to suppress the fire at the lowest costs with the fewest negative consequences with respect to firefighter and public safety" (USFS and BLM 2009). However, "A wildland fire may be concurrently managed for one or more objectives and objectives can change as the fire spreads across the landscape. Objectives are affected by changes in fuels, weather, topography, varying social understanding and tolerance; and involvement of other government jurisdictions having different missions and objectives" (USFS and BLM 2009). The BLM and TNF adhere to federal policy when managing all unplanned wildfire ignitions on public lands within the WUI. Federal policy for reducing wildfires on public lands (that is, BLM and USFS lands) is planned and administered locally through the BLM's field offices and the TNF's Globe, Tonto Basin, and Pleasant Valley Ranger Districts.

The desired future condition of private lands in the WUI is for landowners to comply with the National Firewise Communities program (www.Firewise.org) or to meet home-ignition-zone landscaping or fire-safe landscaping recommended by the Southern Gila County CWPP fire departments and districts in compliance with local ordinances. Firewise is a national program that helps communities reduce wildfire risks and provides them with information about protecting themselves against catastrophic wildfires and mitigating losses from such fires. Within Arizona, the State Forester administers the Firewise certification program. Fire departments and districts and local governments in southern Gila County would like to make this information available to their citizens and to encourage its application. Residential and other structures that comply with Firewise standards significantly reduce fire-ignition risks in a community, as well as the potential for fires to spread to surrounding habitats. Additionally, structures that comply with Firewise recommendations are more likely to survive wildland fires that do spread into a community (Cohen 2008).

The Core Team is aware that wildland fuel accumulations primarily associated with the invasion of woody species and nonnative grasses, together with community growth in the WUI, have produced areas at high risk from catastrophic wildfire. The Core Team aspires to achieve restored, self-sustaining, biologically diverse habitats of mixed open space and developed areas that contribute to a quality of life demanded by southern Gila County citizens. The Core Team recognizes that protection from catastrophic wildland fire requires collaboration and implementation through all levels of government and through an informed and motivated public. The Core Team considered ecosystem restoration or maintenance of historical plant communities, community protection, and public and firefighter safety while developing this CWPP (see Photo 1.1).

Financial commitments required to reduce the risk of catastrophic wildfire can be extensive for municipal, county, state, and federal governments; for fire districts; and for the small rural communities surrounded by public lands (Ingalsbee 2010). Gila County, TNF, NPS, and BLM have implemented wildland fuel mitigation projects within or near the Southern Gila County CWPP WUI. Fire departments and districts have improved wildland fire suppression response and continue public education and outreach programs concerning wildland fire threat and home-ignition-zone recommendations. Southern Gila County fire departments and districts have standing mutual-aid agreements to enhance initial and sustained wildland response. Additionally, the fire departments and districts have taken proactive measures to encourage willing property owners to reduce fire risk on private property (HFRA, Sec. 103.d.2.B). The Core Team, BLM, NPS, and TNF collaborators are proposing additional wildland fuel treatments and wildland fire suppression enhancements and have been proactive in pursuing funding for wildland fire public outreach programs and fire-suppression training and equipment.

D. Goals for the Southern Gila County CWPP

To reduce the risks to life and property from catastrophic wildland fire, the Core Team agreed on the following primary goals of the Southern Gila County CWPP:

- Improve fire prevention and suppression, emphasizing firefighter and public safety
- Reduce hazardous fuels, emphasizing public and private property protection
- Restore forest, rangeland, and riparian health

- Promote community involvement and provide for community protection
- Recommend measures to reduce structural ignitability in the WUI
- Encourage economic development in the communities from vegetative treatments
- Encourage communities, subdivisions, and developments that are not within a fire district to either be annexed by an existing fire district or create their own district for enhanced wildland fire protection
- Use the CWPP in conjunction with surrounding community and agency fire management plans

Action recommendations for at-risk areas within the Southern Gila County CWPP WUI boundaries have been developed as part of this planning process. Treatments for wildland vegetative fuels and additional wildland fire mitigation measures are recommended to be implemented in specific time frames and with associated monitoring to determine and document measurable outcomes. Successful implementation of the Southern Gila County CWPP will require collaboration between fire departments and districts, governments, resource-management agencies, and the private sector. The cooperating agencies must develop processes and systems that ensure recommended actions of the Southern Gila County CWPP comply with applicable local, state, and federal environmental regulations. The dedication of the Core Team and collaborators in implementing the Southern Gila County CWPP assures that all agencies, groups, and individuals involved will develop any additional formal agreements necessary to ensure the Southern Gila County CWPP's timely implementation, monitoring, and reporting. The Core Team was formed not only to meet collaborative requirements of HFRA but also to represent all southern Gila County communities and their interests, with all parties being involved and being committed to the development and implementation of the Southern Gila County CWPP.

II. SOUTHERN GILA COUNTY CWPP COMMUNITY ASSESSMENT AND ANALYSIS

The community risk assessment is an analysis of the potential for catastrophic wildland fire to southern Gila County communities and lands within the WUI identified by the Core Team. This risk analysis incorporates the current fire regime condition class, wildfire fuel hazards, risk of ignition, local preparedness and protection capabilities, and at-risk community values. The Core Team has reviewed the Arizona State Forester's *Identifying Arizona's Wildland/Urban Interface Communities at Risk: A Guide for State and Federal Land Managers* (ASFD 2007) to ensure that the Southern Gila County CWPP is compatible with and complementary to statewide CWPP planning efforts. The Core Team has included all risk factors required by the Arizona State Forester in the analysis of this CWPP. The areas of concern for wildland fuel hazards, risk of ignition and wildfire occurrence, local preparedness and protection capabilities, and loss of community values are evaluated to determine areas of highest wildland fire risk.

The Southern Gila County CWPP planning area includes all of southern Gila County south of the Rim Country CWPP analysis area, excluding tribal trust lands (Figure 2.1). The Southern Gila County CWPP comprises 330,272 acres of land within the WUI (Table 2.1).

Table 2.1. Land management within the WUI

Ownership type	Total acres	% of total*
BLM	38,917	12
Private	70,972	21
State Trust	20,693	6
TNF	198,583	60
NPS, Tonto National Monument	1,107	<1
Total	330,272	100

Note: BLM = Bureau of Land Management; NPS = National Park Service;
TNF = Tonto National Forest.

*Actual total may not add to 100% because of rounding.

Primary landownership in the Southern Gila County CWPP planning area is a mosaic of privately owned lands and public lands administered by BLM, TNF, NPS, and ASLD (Table 2.1 and Figure 2.1). Of the publicly owned lands within the WUI, TNF manages the most land—198,583 acres, or 60 percent— within the WUI.

State Trust lands were established in 1912 under the terms of the Arizona Enabling Act. With statehood, Arizona was granted ownership of four sections per township. ASLD manages State Trust lands to produce revenue for the Arizona State Trust beneficiaries, including the state's school system. Within the Southern Gila County CWPP WUI, 20,693 acres (6 percent) of State Trust lands are managed primarily for recreation, natural resource protection, and livestock grazing.

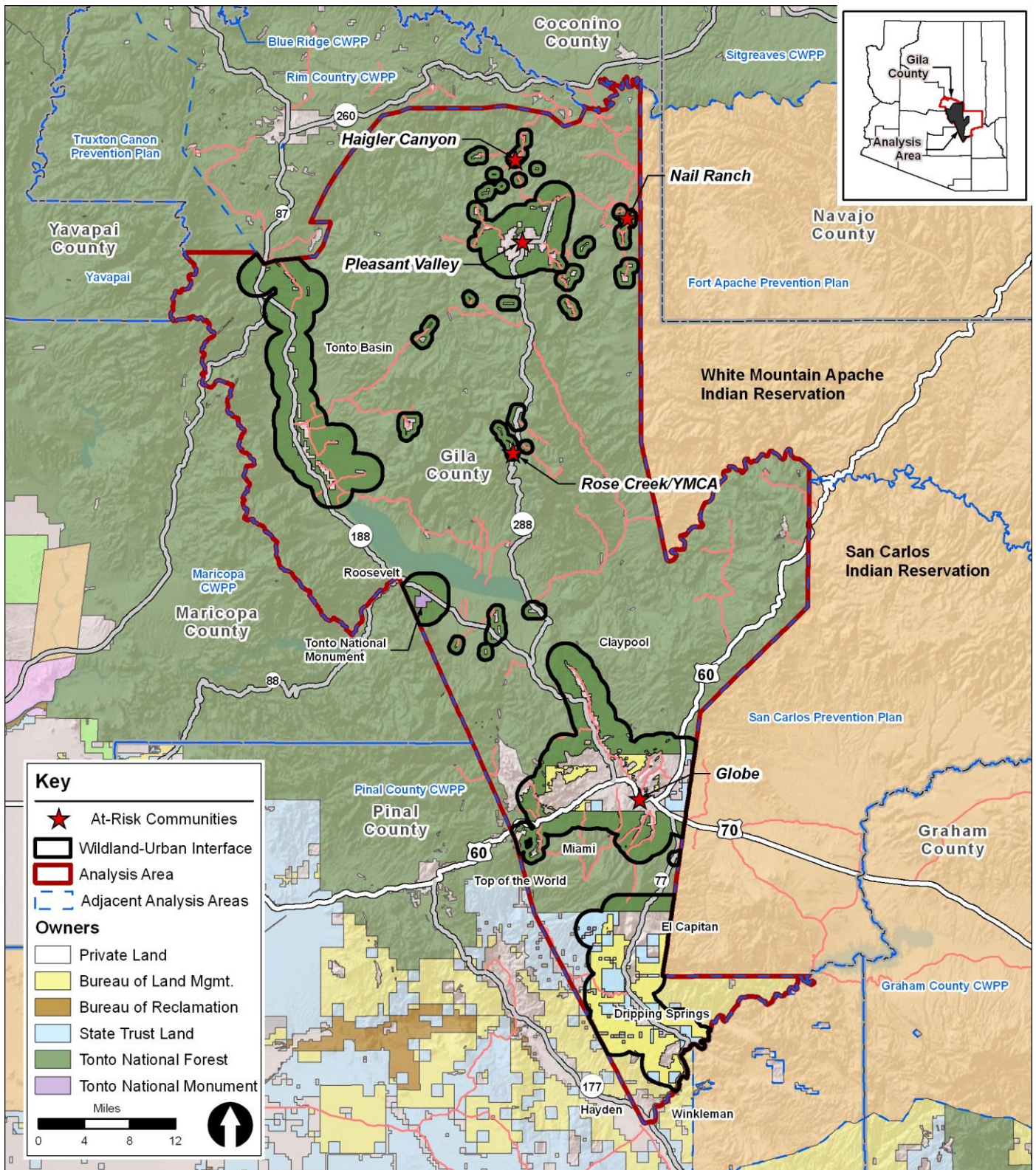


Figure 2.1. Southern Gila County CWPP WUI area

Of the remaining publicly owned lands within the WUI, BLM manages approximately 38,917 acres (12 percent), and NPS manages approximately 1,107 acres (<1 percent). These federal lands provide extensive and popular hiking, hunting, and recreational areas within or adjacent to the WUI. The potential for escaped campfires or the need to evacuate camping areas in the event of a wildfire warrants including these lands in the Southern Gila County CWPP area.

Private land within the WUI composes 70,972 acres, or roughly 21 percent, of the WUI. Private lands are mostly clustered near the communities, with some scattered private inholdings located throughout the WUI. The municipalities/unincorporated communities of Globe, Winkelman, Miami, Claypool, Tonto Basin, Haigler Canyon, Nail Ranch, Pleasant Valley, Hayden, and Top of the World contain the majority of private land acreage within the WUI. Commercial structures are clustered along state and federal highways and community centers, and they are assumed to remain as the principal commercial corridors within the southern Gila County at-risk communities.

Much of the land within the Southern Gila County CWPP planning area is rural with minimal development, with the exception of urban development in proximity to the Globe, Miami, and Claypool community complex.

The diverse climate of southern Gila County produces a varied landscape—from semiarid desert shrub-scrub to riparian corridors to oak and pinyon-juniper and ponderosa pine woodlands(NRCS 2010).

The major riparian corridors in the analysis area include the Gila River, Salt River, and Tonto Creek. Tonto Creek is a direct tributary of the Salt River. The confluence of the Salt River and Tonto Creek form Theodore Roosevelt Lake.

Theodore Roosevelt Lake is a popular recreation destination within the TNF and is the oldest of six reservoirs constructed and operated along the Salt River by the Salt River Project (SRP). It also has the largest storage capacity of the SRP lakes, with the ability to store 1,653,043 acre-feet of water at full capacity. Theodore Roosevelt Lake occupies about 10 miles of the original Salt River riverbed and also extends for about 8 miles up Tonto Creek, a significant Salt River tributary with its headwaters along the Mogollon Rim. Tonto Creek is also a popular fishing destination within the TNF. Theodore Roosevelt Lake covers much of the southern portion of the Tonto Basin, a low-lying area between the Sierra Ancha Mountains, Mazatzal Mountains (including Four Peaks), and the Superstition Mountains. State Route (SR) 188 parallels the western shore of the lake.

The Salt River, which begins in eastern Gila County at the confluence of the White and Black Rivers, is a direct tributary of the Gila River. It flows northwest through the Salt River Canyon, then southwest and west through the TNF. It passes between the Mazatzal Mountains and Superstition Mountains and supplies several consecutive reservoirs, including Theodore Roosevelt Lake, Apache Lake, Canyon Lake, and Saguaro Lake. Near Fountain Hills the Salt River is joined by the Verde River. About 5 miles downstream, the Granite Reef Diversion Dam diverts all remaining water into the Arizona and South Canals, which deliver drinking and irrigation water to much of the Phoenix metropolitan area. The Salt River joins the Gila River on the southwestern edge of Phoenix approximately 15 miles from the center of the city. The Gila River begins in western New Mexico. It flows into Arizona, past the town of Safford, and along the southern slope of the Gila Mountains in Graham County. The Gila River forms the southern boundary of Gila County

adjacent to the communities of Hayden and Winkelman. The Gila River continues mostly westward to the town of Florence and emerges southeast of Phoenix, where it crosses the Tohono O'odham Nation San Lucy District as an intermittent stream due to large irrigation diversions. West of Phoenix, the river bends sharply southward along the Gila Bend Mountains and then turns sharply westward near the town of Gila Bend. It then flows southwestward through the Gila Mountains in Yuma County, ending in the Colorado River at Yuma.

A. Fire Regime and Condition Class

Before European settlement of North America, fire played a natural (historical) role in many of the southern Gila County vegetated landscapes. Five historical fire regimes have been identified; these regimes are based on the average number of years between fires (fire frequency) combined with the severity (amount of overstory replacement) of fire on the dominant overstory vegetation (Table 2.2).

Table 2.2. Fire regime information

	Frequency	Severity^a
Regime I	0–35 years	Low
Regime II	0–35 years	High
Regime III	35–100 years	Low
Regime IV	35–100 years	High
Regime V	200+ years	High

Source: Schmidt et al. 2002.

^aLow = less than 75% of the dominant overstory vegetation replaced. High = greater than 75% of the dominant overstory vegetation replaced (stand replacement).

The condition class of wildland habitats describes the degree to which the current fire regime has been altered from its historical range, the risk of losing key ecosystem components, and the vegetative attribute changes from historical conditions. The following descriptions of condition classes are provided by the Arizona State Forester (ASFD 2007:3):

Condition Class 1:

Fire regimes are within a historical range, and the risk of losing key ecosystem components is low. Vegetation attributes (species composition and structure) are intact and functioning within the historical range.

Condition Class 2:

Fire regimes have been moderately altered from their historical range. The risk of losing key ecosystem components is moderate. Fire frequencies have departed from historical frequencies by one or more return intervals (either increased or decreased). This results in moderate changes to one or more of the following: fire size, intensity and severity, and landscape patterns. Vegetation attributes have been moderately altered from their historical range.

Condition Class 3:

Fire regimes have been significantly altered from their historical range. The risk of losing key ecosystem components is high. Fire frequencies have departed from historical frequencies by multiple return intervals. This results in dramatic changes to one or more of the following: fire size, intensity, severity, and landscape patterns. Vegetation attributes have been significantly altered from their historical range.

The southern Gila County WUI includes 16,820 acres of land classified as urban, water, and sparsely vegetated and barren landscapes (5 percent of WUI acres) and 821 acres of agricultural land (<0.1 percent of WUI acres). The WUI also includes 165,623 acres (50 percent of WUI acres) of Fire Regime Condition Class (FRCC) I lands; 146,110 acres (44 percent of WUI acres) of FRCC II lands; and 898 acres (<1 percent of WUI acres) of FRCC III lands (Schmidt et al. 2002; FRCC Interagency Working Group 2005a, 2005b).

B. Fuel Hazards

The existing arrangement and flammability of vegetation associations largely determine wildland fire behavior. The Core Team and collaborators identified areas at risk from wildland fire by evaluating fire behavior models based on vegetative fuels and the arrangement of those fuels by slope and aspect as they occur on federal and nonfederal land in the WUI. The wildland fire risk assessment was conducted through spatial analysis using geographic information system (GIS) technology in a series of overlays. For the WUI, the vegetation type, density, and distribution were analyzed to help categorize areas at highest risk for fire intensity and spread from wildland fuels.

The arrangement of vegetative fuel, relative flammability, and potential of vegetation to support wildland fire varies throughout the WUI. Wildland fuel hazards depend on a specific composition, type, arrangement, or condition of vegetation such that if the fuel were ignited, an at-risk community or its infrastructure would be threatened. Historically, fire played an important role in keeping woody species in check and light ground fuels low (BLM 2004b:3–8; Gori and Enquist 2003) in woodland vegetative communities. However, with the suppression of natural wildfires within the last century, fire return intervals have increased, and invasions of semi-desert grasslands by woody shrub (such as mesquite and juniper species) and nonnative perennial and winter annual grass invasions of desert and upland shrub associations (such as buffelgrass, red brome, and Mediterranean grass) have altered native vegetated landscapes. The Core Team reviewed vegetation associations within the WUI that were identified and mapped using Southwest Regional Gap Analysis Project (SWReGAP) data (USGS 2005; NatureServe 2004) (Figure 2.2). These datasets provide the level of landscape description and vegetative landcover detail necessary for aligning wildland fuel flammability with existing vegetation.

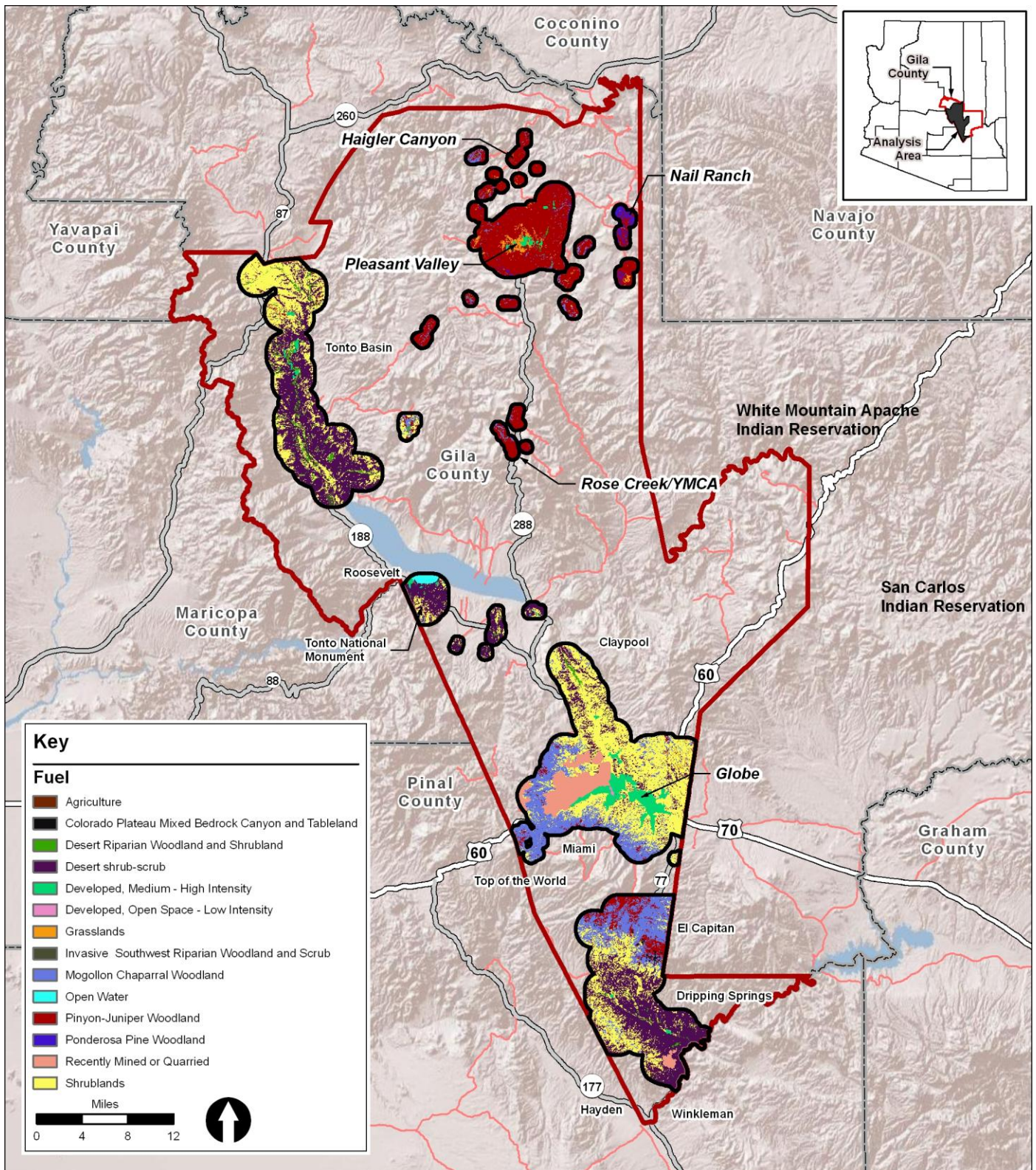


Figure 2.2. Southern Gila County CWPP vegetation associations

Vegetative data for predicting wildfire behavior was quantified by developing descriptions of associated fuel properties that are described as fuel models. The fuel model (as described by Anderson 1982; Scott and Burgan 2005) and vegetative-fuel fire risk rating within the Southern Gila County CWPP WUI are shown in Table 2.3. The Arizona State Forester has established the following guidelines for evaluating risk (ASFD 2007:1):

Evaluate Risk to Communities: Not all structures and/or communities that reside in an “interface” area are at significant risk from wildland fire. It is a combination of factors, including the composition and density of vegetative fuels, extreme weather conditions, topography, density of structures, and response capability that determines the relative risk to an interface community. The criteria listed below are intended to assist interagency teams at the state level in identifying the communities within their jurisdiction that are at significant risk from wildland fire. The application of these risk factors should allow for greater nationwide consistency in determining the need and priorities for Federal projects and funding.

The Core Team reviewed the fire behavior potential in the WUI and determined that the risk classification is consistent with Situations 1, 2, and 3 as described by the Arizona State Forester (ASFD 2007:1–2):

Risk Factor 1: Fire Behavior Potential

Situation 1: In these communities, continuous fuels are in close proximity to structures. The composition of surrounding fuels is conducive to crown fires or high intensity surface fires. Likely conditions include steep slopes, predominantly south aspects, dense fuels, heavy duff, prevailing wind exposure and/or ladder fuels that reduce fire fighting effectiveness. There is a history of large fire and/or high fire occurrence.

Situation 2: In these communities, intermittent fuels are in proximity to structures. Likely conditions include moderate slopes and/or rolling terrain, broken moderate fuels, and some ladder fuels. The composition of surrounding fuels is conducive to torching, spotting, and/or moderate intensity surface fires. These conditions may lead to moderate fire fighting effectiveness. There is a history of some large fires and/or moderate fire occurrence.

Situation 3: In these communities, fine and/or sparse fuels surround structures. There is infrequent wind exposure and flat terrain to gently rolling terrain. The composition of surrounding fuels is conducive to low intensity surface fires. Fire fighting generally is highly effective. There is no large fire history and/or low fire occurrence.

Southern Gila County is composed of four major ecological range sites (NRCS 2009). Slope varies dramatically across the WUI: on valley floors, 0 to 3 percent and 1 to 8 percent; in foothill and mountain habitats, 5 to 45 percent and 5 to 60 percent.

Vegetative production ranges from over 4,000 pounds per acre in highest-elevation sites in the greater-than-12-inch precipitation zone during favorable precipitation years to over 50 pounds per acre in lower desert scrub–mudstone hills range sites in the less-than-7-inch precipitation zone during unfavorable precipitation years. Precipitation ranges from 7 to 14 inches annually, with a winter-summer rainfall ratio of 60:40. Warm-season rains (July–September) originate in the Gulf of Mexico and are usually brief and

intense. Cool-season rains (December–March) originate in the Pacific Ocean and are generally frontal, widespread, long, and less intense. May and June are the driest months of the year, with many natural fire ignitions occurring before the monsoon rains. Humidity is generally low, with mostly mild winters and hot summers in lower elevations to mild summers and cold winters in higher elevations. During May and June temperatures can exceed 100 degrees Fahrenheit. Cool-season vegetation growth begins in early spring and matures in early summer. Warm-season vegetation initiates growth after the summer rains and may remain green throughout the year in lower elevations (NRCS 2009, 2010).

The WUI includes five major vegetative fuel types composed of nine major vegetation associations (including agricultural lands), three mostly nonvegetation associations, and two open-space residential developed land covers (NatureServe 2004). Each vegetative community is assigned to a specific fuel model that predicts the rate of spread, flame length, and fire intensity levels possible for each vegetation association during an average fire season under average weather conditions. Additionally, the Core Team also assigned a series of fuel models to each vegetation association that could be anticipated during extraordinary weather conditions consisting of above-normal winter through spring rainfall followed by above-average daily summer temperatures (Table 2.3). Assigning a fuel model to each vegetation association within the WUI will help predict wildfire behavior and thus proper suppression response (for detailed fuel model descriptions, see Anderson 1982; Scott and Burgan 2005).

The average historical fire return interval is highly variable among vegetation associations across the WUI. Habitat-replacement wildfires or wildfires resulting in a major loss of habitat components, in conjunction with drought, will be reduced in frequency and intensity in lower desert habitats. However, moist periods may increase fire frequency and intensity in desert habitats because of increased production of annual grasses and forbs and increased annual growth of perennial grasses and shrubs (FRCC Interagency Working Group 2005a) in synergy with increased production of invasive grasses and forbs (Arizona Wildlands Invasive Plant Working Group 2005; Hauser 2008; Buffelgrass Working Group 2008).

During a normal fire season, low-risk vegetation associations would be elevated to a moderate risk level by the influencing effects of slope and aspect; in a similar manner, moderate-risk vegetation associations would be elevated to high risk from these same influencing factors. Other untreated or unburned areas that fall under the category of moderate ground fuels and that do not overlap areas with steep slopes or with south, southwest, or west aspects are considered a moderate risk from fuel hazards. All other areas have a low risk from fuel hazards, including the areas that have been treated or burned within the last decade. The wildland fuel hazard components influence was compiled to depict areas of high, moderate, and low wildland fire potential based on vegetation type, density, and arrangement on the landscape. This analysis depicts areas with higher wildfire risk, which are of greater concern to the Core Team during years of extraordinary rainfall because of the abundance of winter annuals and perennial invasive and native vegetation that can, when cured, enhance fire conditions and thus create extreme fire behavior, particularly in lower-elevation vegetation associations. Table 2.4 identifies these various fuel hazard components and their assigned influencing values on the fuel hazards assessment. Figure 2.3 visually depicts these fuel hazard components during extreme fire seasons.

Table 2.3. Fuel model, fire-danger ratings, and intensity levels on vegetation associations in the WUI

Fuel type	Vegetation association	Wildfire risk rating ^a	Anderson fuel model	Fire-danger rating model ^b	Flame length (ft)	Fire intensity level	Rate of spread ft/hr (ch/hr)	Fire behavior fuel model	Flame length (ft)—low dead fuel moisture	Fire intensity level	Rate of spread ft/hr (ch/hr)—low dead fuel moisture	Acres (%)
Desert shrub-scrub	Sonoran Paloverde-Mixed Cacti Desert Scrub	M	1,3	L and T	4–6	3	2310–5150 (35–78)	GR1 or GR2	GR1, 0.5–1.7 GR2, 1.0–8.0	GR1, 1 GR2, 1–4	GR1, 0–990 (0–15) GR2, 0–7920 (0–120)	86,777 (26)
Shrublands	Mesquite Upland Scrub	M	1,3	B and T	4–12	6	5150–6860 (78–104)	GR1, GS1, SH1, SH2, or SH5	GR1, 0.5–1.7 GS1, 1.0–6.0 SH1, 0.2–0.7 SH2, 1.0–4.5 SH5, 4.0–25.0+	GR1, 1 GS1, 1–3 SH1, 1 SH2, 1–3 SH5, 2–6	GR1, 0–990 (0–15) GS1, 0–3960 (0–60) SH1, 6.6–112.2 (0.1–1.7) SH2, 0–1188 (0–18) SH5, 0–16,500 (0–250+)	102,236 (31)
Grasslands	Semi-Desert Grassland and Steppe	L	1,2	F and T	4–6	3	2310–5150 (35–78)	GS1, GR1, or GR2	GS1, 1.0–6.0 GR1, 0.5–1.7 GR2, 1.0–8.0	GS1, 1–3 GR1, 1 GR2, 1–4	GS1, 0–3960 (0–60) GR1, 0–990 (0–15) GR2, 0–7920 (0–120)	3,150 (1)
Woodlands	Chaparral	H	4, 6	B and T	6–19	4–6	2110–4950 (32–75)	SH2 or SH5	SH2, 1.0–4.5 SH5, 4.0–25.0+	SH2, 1–3 SH5, 2–6	SH2, 0–1188 (0–18) SH5, 0–16,500 (0–250+)	44,282 (13)

Continued

Table 2.3. Fuel model, fire-danger ratings, and intensity levels on vegetation associations in the WUI

Fuel type	Vegetation association	Wildfire risk rating ^a	Anderson fuel model	Fire-danger rating model ^b	Flame length (ft)	Fire intensity level	Rate of spread ft/hr (ch/hr)	Fire behavior fuel model	Flame length (ft)—low dead fuel moisture	Fire intensity level	Rate of spread ft/hr (ch/hr)—low dead fuel moisture	Acres (%)
	Pinyon-juniper Woodland	H	2,3	F	6-19	4-6	2110-4950 (32-75)	GR1, SH2, SH5, SH6, TU3	GR1, 0.5–1.7 SH2, 1.0–4.5 SH5, 4-25+ SH6, 3-15 TU3, 2-16	GR1-1 SH2, 1–3 SH5, 2-6 SH6, 5-6 TU3, 2-6	GR1, 0–990 (0–15) SH2, 0–1188 (0–18) SH5, 0–16500 (0–250+) SH6, 0–7260 (0–110) TU3, 0–10560 (0–160)	62,551 (19)
	Ponderosa Pine Woodland	H	2,9	E and T	2.6->8	4-5	495-2310 (7.5-35)	TU5, TL8	TU5, 2-14 TL8, 1-8	TU5, 6 TL8, 4	TU5, 0-2,772 (0-42) TK8, 0-2,640 (0-40)	2,987 (1)
Deciduous Southwest Riparian	Invasive Southwest Riparian Woodland and Shrub	H	4	G and T	19	6	4950 (75)	SH2,SH5	SH2, 1.0-4.5 SH5, 4.5-25+	SH2, 1-3 SH5, 2-6	SH2, 0-1188 (0-18) SH5, 0-16,500 (0-250)	650 (<1)
	Riparian Woodland and Shrubland	H	8 and 9	E and T	2.6-6	4-6	495-2110 (7.5-32)	SH2, SH4	SH2, 1.0-4.5 SH4, 1.0-16	SH2, 1-3 SH4, 2-6	SH2, 0-1188 (0-18) SH4, 0-11,550 (0-175)	4,523 (1)

Continued

Table 2.3. Fuel model, fire-danger ratings, and intensity levels on vegetation associations in the WUI

Fuel type	Vegetation association	Wildfire risk rating ^a	Anderson fuel model	Fire-danger rating model ^b	Flame length (ft)	Fire intensity level	Rate of spread ft/hr (ch/hr)	Fire behavior fuel model	Flame length (ft)—low dead fuel moisture	Fire intensity level	Rate of spread ft/hr (ch/hr)—low dead fuel moisture	Acres (%)
Other	Agriculture	L	NA	NA	NA	NA	NA	NB3	NA	NA	NA	151 (0)
	Developed, Open Space—Low Intensity	L	NA	NA	NA	NA	NA	NB1	NA	NA	NA	95 (0)
	Developed, Medium—High Intensity	L	NA	NA	NA	NA	NA	NB1	NA	NA	NA	8,807 (3)
	Colorado Plateau Mixed Bedrock Canyon and Tableland	L	NA	NA	NA	NA	NA	NB9	NA	NA	NA	543 (0)
	Recently Mined or Quarried	L	NA	NA	NA	NA	NA	NB9	NA	NA	NA	12,157 (3)
	Open water	L	NA	NA	NA	NA	NA	NB9	NA	NA	NA	1,363 (1)
Total												330,272 (100)

Source: National Fire Danger Rating System (USFS 1978; Burgan 1988).

^a L = low; M = moderate; H = high; NA = not applicable.

^b See Appendix B for the National Fire Danger Rating System definitions.

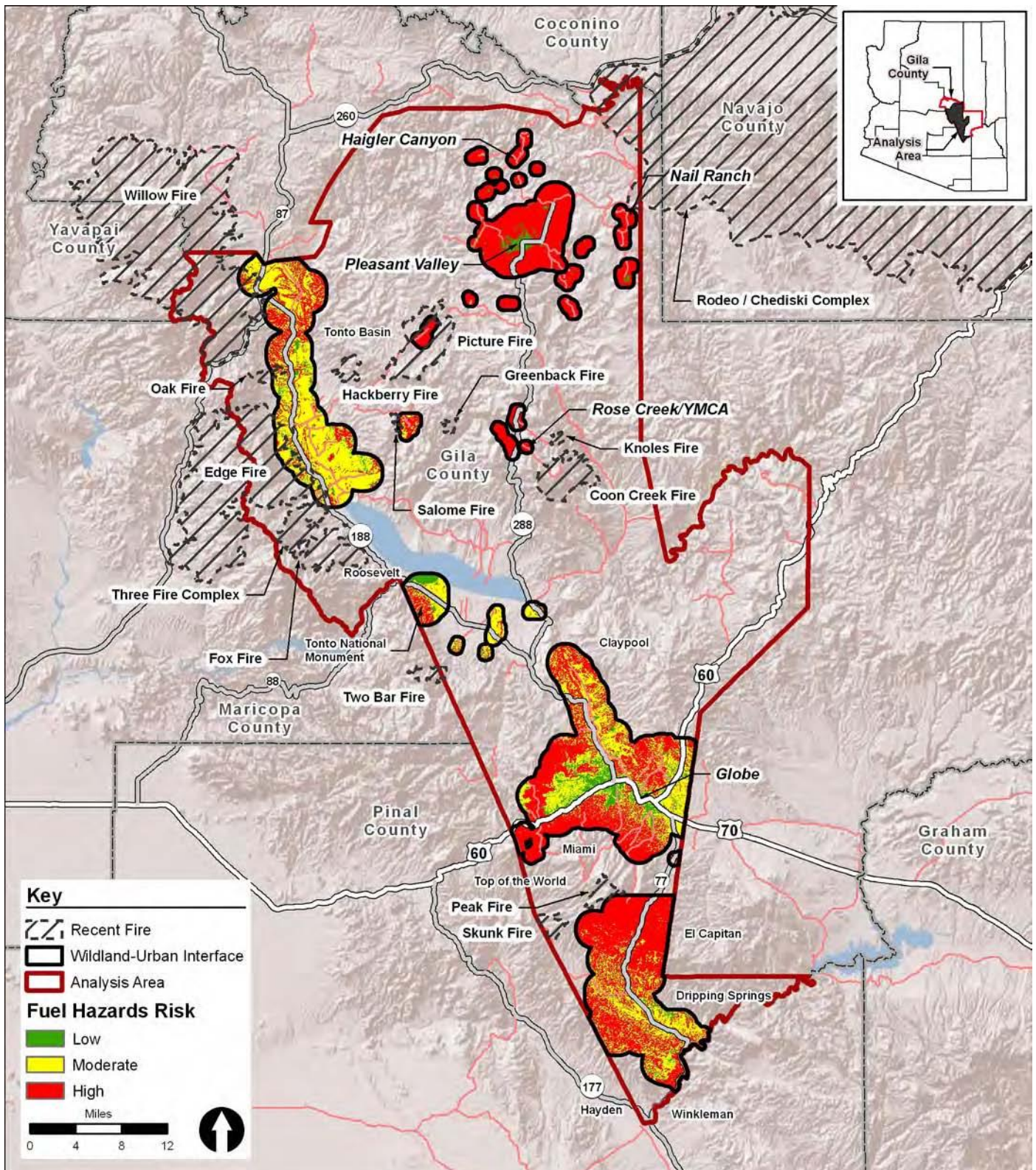


Figure 2.3. Southern Gila County CWPP wildland fuel hazards during extraordinary rainfall years

Table 2.4. Fuel hazard components

Component	Influence^a
Vegetation type and density	
• Woodlands in Fuel Models 2,3,4,6, and 9; Deciduous Riparian >100 stems/acre; or moderate fuel types in slopes $\geq 20\%$	H
• Upland Shrubland associations in Fuel Models 1 and 3 and desert shrublands	M
• Desert Scrub associations, grasslands 1,2, barren land types, and agriculture and developed areas	L
Burned areas	L
Slopes $\geq 20\%$	H
Aspect (south-, southwest-, or west-facing slopes)	M

Source: Logan Simpson Design Inc.

^a H = high, M = moderate, L = low

C. Conditions of Ignition and Past Fire Occurrence

Past regional wildfire events are important for determining the potential occurrence of unwanted wildland fire in any area of the WUI. Because of the combination of current drought conditions and a regional history of fires, there will be wildland fire ignitions within the WUI that must be suppressed. The fire history of the planning area, including recent large wildfires that have occurred within or adjacent to the WUI, has been included in this analysis to determine the most likely areas for either natural or human-caused wildland fire ignition (Figure 2.4). Table 2.5 details the high, moderate, and low positive-influence values assigned to fire-start incidents. These include concentrated areas of lightning strikes and human-caused ignitions with high-potential areas having the greatest number of fire starts per 1,000 acres. Wildland fire ignition data were obtained from the Federal Wildland Fire Occurrence Internet Mapping Service (IMS) Web site and database (<http://wildfire.cr.usgs.gov/firehistory/>) and from the Arizona State Forester's Office. The Federal Fire Occurrence IMS is an interactive GIS Web site for use in the wildland fire and GIS community. The datasets used in this GIS Web site are based on official fire occurrence data collected from five federal and state agencies that have been merged into one fire history point layer. According to these data, over 630 wildfire ignitions have been reported within the WUI since 1980.

Table 2.5. Ignition history and wildfire occurrence

Wildfire occurrence	Value
0–2 fire starts/1,000 acres	L
2–4 fire starts/1,000 acres	M
>4 fire starts/1,000 acres	H

The Core Team determined that the majority of wildfire starts within the county have occurred within the Pinal Mountains south of Globe. Additional high-ignition areas include forested areas near Nail Ranch; lands adjacent to SR 188, including the Tonto National Monument; and lands along US 60 adjacent to and immediately east of Top of the World. Many of these wildland fire ignitions have occurred adjacent to roadways within woodland and higher-elevation chaparral and woodland vegetation associations that threaten the at-risk communities of southern Gila County with the potential for catastrophic wildland fire.

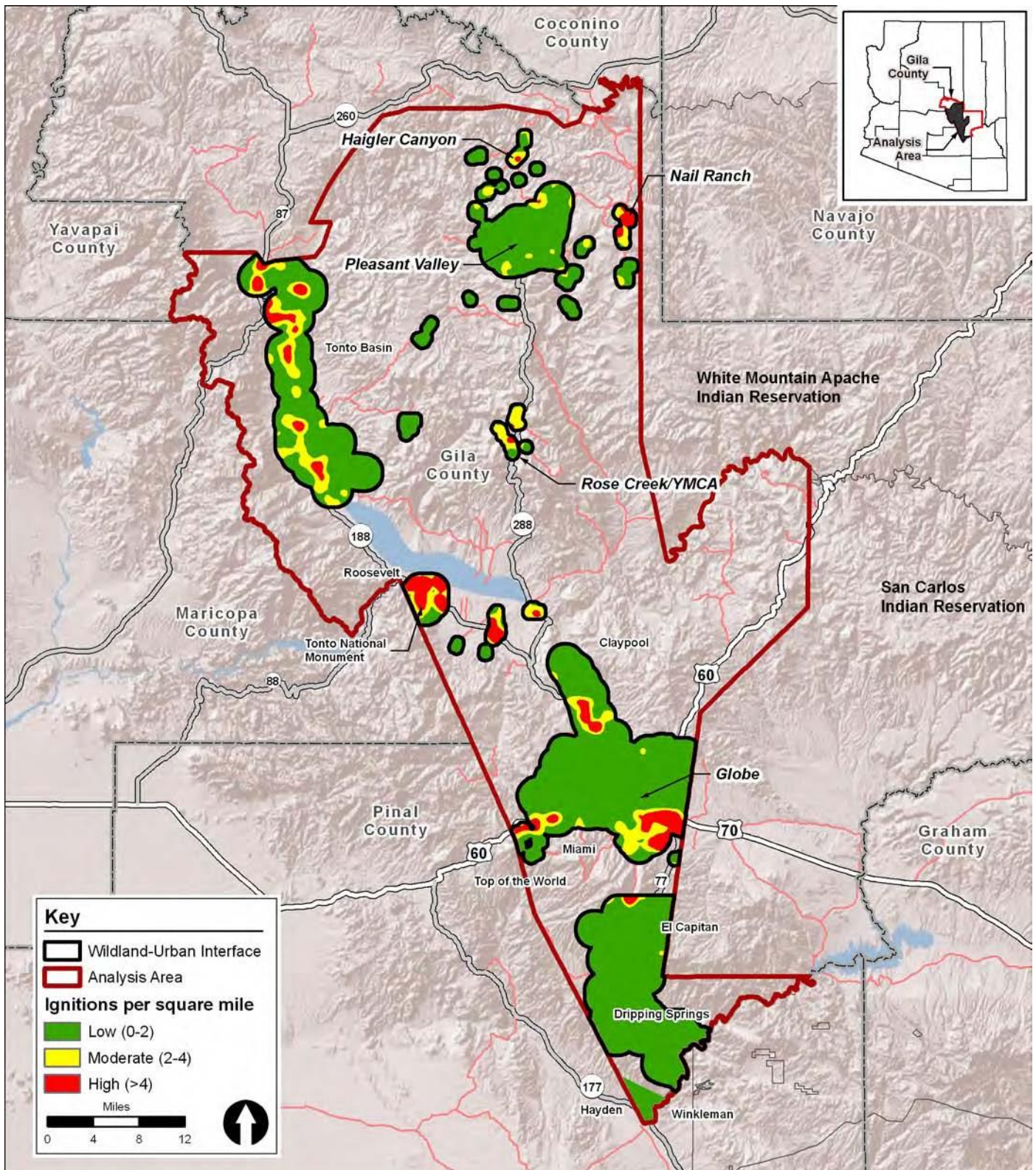


Figure 2.4. Southern Gila County CWPP WUI ignition history

D. Community Values at Risk

Valued at-risk community resources include private and community structures, communication facilities, local recreation areas, cultural and historic areas, sensitive wildlife habitat, watersheds, and natural resources. As agreed to by the Core Team, developed land and other infrastructures within the area of highest flammability were given the highest priority for protection. In areas where community values occur within or adjacent to areas of high risk due to the fuel hazards of vegetation associations, and within areas of high wildland fire ignitions, a cumulative risk from catastrophic wildland fire was created.

These areas of cumulative risk are of greatest concern to the community. In accordance with Risk Factor 2, Risk to Social, Cultural and Community Resources, identified by the Arizona State Forester (ASFD 2007:2), the Core Team has determined that the southern Gila County WUI does include areas consistent with Risk Factor 2, Situations 1, 2, and 3, as follows:

Risk Factor 2: Risk to Social, Cultural and Community Resources

Situation 1: This situation most closely represents a community in an urban interface setting. The setting contains a high density of homes, businesses, and other facilities that continue across the interface. There is a lack of defensible space where personnel can safely work to provide protection. The community watershed for municipal water is at high risk of being burned to other watersheds within the geographic region. There is a high potential for economic loss to the community and likely loss of housing units and/or businesses. There are unique cultural, historical or natural heritage values at risk.

Situation 2: This situation represents an intermix or occluded setting, with scattered areas of high-density homes, summer homes, youth camps, or campgrounds that are less than a mile apart. Efforts to create defensible space or otherwise improve the fire-resistance of a landscape are intermittent. This situation would cover the presence of lands at risk that are described under state designations such as impaired watersheds or scenic byways. There is a risk of erosion or flooding in the community of vegetation burns.

Situation 3: This situation represents a generally occluded setting characterized by dispersed single homes and other structures that are more than a mile apart. This situation may also include areas where efforts to create a more fire-resistant landscape have been implemented on a large scale throughout a community or surrounding watershed.

1. Housing, Businesses, and Essential Infrastructure, and Evacuation Routes

The Core Team identified high-risk areas—including the major community cores and portions of US 60, US 70, and SR 77—as the focus of commercial development. Residential community development is occurring throughout the WUI in a mix of high-density, single-family, and multi-acre parcels. The Core Team reviewed the most current census block data available for southern Gila County (US Census Bureau 2008) to determine population distribution within private lands in areas of low, moderate, and high population and structural density within the WUI. These data were then portioned into risk categories according to the level of development and presence of natural landcover types. This includes areas of

highly developed lands that lack significant open space or natural land covers; moderately developed private lands where an intermingling of public and private lands occur and the major portion of the landscape is composed of natural landcover types; and lightly developed private lands where the majority of land cover is composed of natural land cover. Areas of highest development and areas lacking development are considered at low risk for wildfire, areas of moderate development are considered at high risk for wildfire, and areas of light development are considered areas at moderate risk for wildfire. Therefore, structures associated with housing and commercial development located in isolated subdivisions and in more dispersed areas of the WUI with higher Insurance Services Office (ISO) ratings are considered at highest risk.

2. Recreation Areas/Wildlife Habitat

Recreational features within and adjacent to the WUI—including camping and recreation areas associated with several regional parks; Tonto National Monument; designated camping and recreation areas in the TNF and on BLM-managed public lands; and major USFS trailheads—are located throughout southern Gila County. These parks and recreational areas provide camping and scenic vistas of deep canyons, dry washes, sheer cliffs, distant mountain ranges, colorful soils and rock formations, and a mosaic of vegetation; they also provide access to Theodor Roosevelt Lake and other popular recreational destinations.

The WUI also includes known and potential habitat areas for several threatened, endangered, and sensitive (TES) species. The land management agencies use conservation strategies to mitigate risk to these species by implementing programs that meet goals and objectives of natural-resource management. Wildland fuel and vegetative restoration treatments within TES species' habitat may require additional site-specific analysis because of the extraordinary circumstances created by the presence of TES species or their habitats. Before any vegetation treatment by TNF, NPS, or BLM, a biological assessment and evaluation will be conducted by the appropriate agency to determine the extent of impacts the proposed treatments will have on TES species and habitats. The Core Team reviewed Section 102.a.5.B of HFRA and understands that site-specific evaluations of individual recommended projects will determine whether TES species and habitats would benefit from wildland fire mitigation treatments that would reduce wildland fuels, and thereby lessen the threat of catastrophic wildland fire, while protecting the natural-resource and recreational values local residents and visitors associate with the community.

3. Local Preparedness and Protection Capability

For many years, the ISO has conducted assessments and rated communities on the basis of available fire protection. The rating process grades each community's fire protection on a scale from 1 to 10 (1 is ideal and 10 is poor) based on the ISO's Fire Suppression Rating Schedule. Five factors make up the ISO fire rating: water supply—the most important factor—accounts for 40 percent of the total rating, while type and availability of equipment, personnel, ongoing training, and the community's alarm and paging system account for the remaining 60 percent of the rating. Some areas within the southern Gila County WUI are not within a fire district; the ISO rating for these areas is 10. Other communities and municipalities within the WUI are within a fire department or district and have ISO ratings ranging from 4 to 9; these areas are included in the overall risk analysis as reducing the potential of catastrophic wildland fire. ISO ratings will

vary within fire departments and districts depending on housing densities and the distance of structures that are isolated (usually 3 to 5 miles) from a fire station. The Core Team assigns increased risk to structures, infrastructures, subdivisions, and communities that are without fire protection by not being under the jurisdiction of a fire department or district.

The wildland and structural fire response within the WUI is provided by local fire departments and districts. BLM, TNF, ASFD, and local fire departments and districts provide support for initial wildland fire attack for areas within and adjacent to the southern Gila County WUI. Structural protection for the USFS “involves the use of standard wildland fire suppression tactics and control methods; including the use of standard equipment, fire control lines, and the extinguishing of spot fires near or on the structure when safe and practical” (USFS 2009). Initial-attack response from local fire departments and districts can occur under the authority of mutual-aid agreements between individual departments or under the intergovernmental agreements (IGAs) that individual fire departments and districts have with the Arizona State Forester.

Land use in the planning area consists primarily of residences; mining; livestock production; community businesses; and community services, such as hospitals, schools, and organized-sports facilities. Surrounding areas are dominated by state lands, BLM and TNF lands, and private properties. Land uses within or close to the WUI include fuelwood cutting, hunting, and other recreational activities (for example, hiking, boating, bird watching, nature study, photography, and off-road-vehicle use). Section II.E of this CWPP provides more detailed community assessments. However, the Core Team realizes that local populations within the southern Gila County sub-WUIs will determine the extent of initial attack; sustained responses; structural protection; and public safety protection, including potential evacuation of a community. Therefore, the Core Team used the most current population estimates for each sub-WUI to provide the influence factor for the community values risk assessment.

Table 2.6 identifies the different influencing factor weightings given to these community value components; these components were also mapped and are depicted in Figure 2.5.

Table 2.6. Community values

Component	Value^a
Population in the WUI ≥ 10 and ≤ 100 per square mile	H
Population in the WUI < 100 per square mile	M
Population in the WUI < 10 per square mile	L

Source: Logan Simpson Design Inc.

^a H= high; M = moderate; L = low

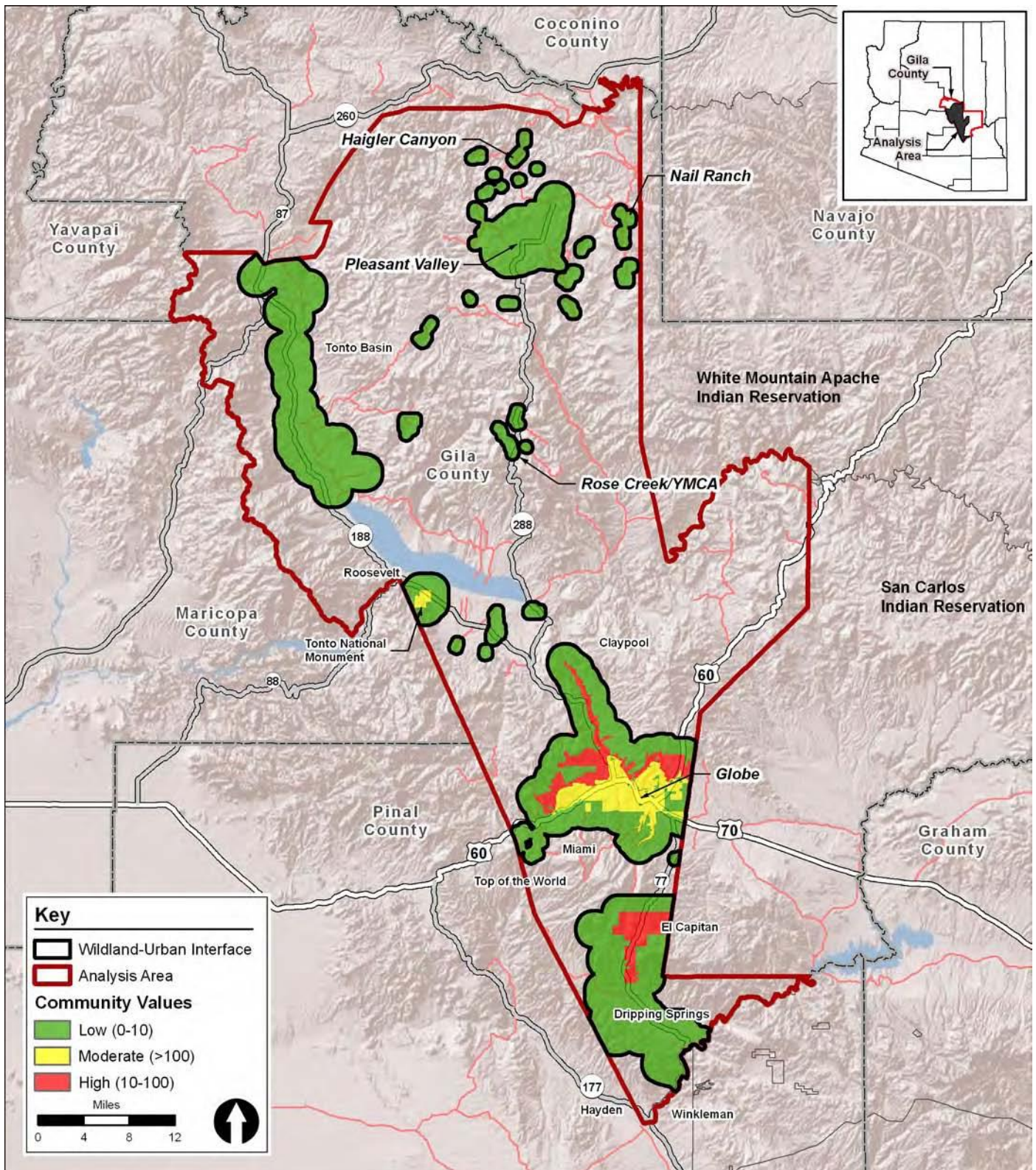


Figure 2.5. Southern Gila County CWPP community values assessment

E. Summary of Community Assessment and Cumulative Risk Analysis

The major concerns identified by the Core Team during the development of the Southern Gila County CWPP include (1) delayed response time by available mutual-aid fire departments; (2) obtainment of additional firefighting equipment and training; (3) insufficient dispatch and communication capabilities on initial response units; and (4) structures, subdivisions, and communities that do not have fire protection because they are not within the jurisdiction of a fire department or district. Additionally, many residences in the identified WUIs were not designed with adequate general or emergency vehicle access. Private structures without adequate access and readily available water supplies increase the risk of greater habitat and structural losses from large wildland fires. The Core Team recommends that communities not serviced by a fire department or district take necessary actions to become annexed by an existing department or district or to create their own fire department or district capable of providing viable fire protection services. The Core Team also recognizes that NPS lands on top of the Pinal Mountains are considered a high-priority WUI and that the TNF Globe Ranger District has treated 400 acres in this area to protect the cabins, recreation sites, and communication sites from wildfire. The Core Team recommends that the TNF continue to conduct wildland fuel treatments on such high-value community areas. Recommendations to landowners for wildfire risk mitigation are included in Section III of this CWPP. Additional recommendations for remote private lands include identifying properties by placing names or addresses on identification placards, road signs, and wells or surface water sources that could be used to replenish water supplies for fire response equipment—both ground-based drafting and aerial bucketing. The Core Team recommends researching the possibility of an emergency contact autophone redial system for emergency alert notifications within portions of the WUI where this service has not been instituted.

The communities within each WUI are described below in more detail. The community descriptions include data on population and housing units, major transportation routes, major vegetation associations, and a summary of where in the WUI the highest risk of wildland fire occurs. Population and housing data was obtained from the US Census Bureau 2000 data unless noted otherwise. Population data for 2008 was obtained from the Arizona Department of Commerce community profiles, and the US Census Bureau updated data.

1. Sub-WUI Communities

Globe Sub-WUI

The city of Globe, located in the foothills just north of the Pinal Mountains, was founded in 1876 as a camp near the Black Jack Newman Mine and was incorporated in 1907. Globe is the county seat for Gila County and has been an important mining center for more than a century. Silver mining started the population boom in Globe in the late 1870s, but the copper industry has sustained community growth. Globe provides the major residential areas and the local businesses needed to support the mining industry, with more than 20 percent of the employment in the area related to mining and production of copper (Arizona Department of Commerce 2009a). The Globe sub-WUI includes the rural areas surrounding the city of Globe, including Central Heights, Copper Canyon, and Midland City. Major transportation and business districts are near US 60; other major transportation routes include SR 77, US 70, and the Southern Pacific Railroad. Globe's historic downtown district includes many historic buildings such as the Cobre Valley Center for the Arts and

the Besh-Ba-Gowah historic site. The Globe Historic District and the prehistoric cultural sites are among the most popular visitor attractions in the community. The city of Globe's population has consistently grown from 6,062 in 1990 to 7,486 in 2000 to 8,032 in 2008 (Arizona Department of Commerce 2009b). In 2008, the population for the city of Globe was reported as 8,032. A total of 3,172 housing units were reported in 2000; of these units, 88 percent (2,814) were classified as occupied. Landownership within the WUI is primarily USFS lands to north and south of the community. The San Carlos Indian Reservation borders Globe to the east, and private lands in the communities of Miami and Claypool border Globe to the west.

The areas at highest risk for wildland fires within the WUI are along the northern face of the Pinal Mountains; along the south face of the Globe hills; and along riparian drainages within the WUI, such as Pinal Creek. Mesquite upland scrub, with associated patches of chaparral, presents the highest fire danger in this sub-WUI. Analysis of fire-start data for the last 30 years (since 1980) indicates that the highest incidences (greater than 4 per 1,000 acres) of fires are along the northern front of the Pinal Mountains and the SR 77 and US 70 corridors. Wildland fire protection is provided by the Globe and Canyon Fire Departments. The Canyon Fire Department is a volunteer fire department that provides primary residential fire protection to the southern area of the Globe sub-WUI and has an ISO rating of 8b. The Globe Fire Department has an ISO rating of 3/9. The City of Globe recognizes potential wildfire issues with slope and vegetation and with some xeroriparian areas that have heavy vegetative growth. The Globe and Canyon Fire Departments maintain a program of public information and education. The Globe and Canyon Fire Departments are also members of the Arizona Mutual Aid Compact and have IGAs with ASLD.

Given a primarily moderate wildfire risk, a low ignition history, and a low to moderate density of community values, the overall wildland fire risk rating for the Globe sub-WUI is moderate.

Miami Sub-WUI

The Miami sub-WUI includes the rural areas surrounding the community of Miami, including Lower Miami. Miami has experienced a small but consistent population decline from 2,018 residents in 1990 to 1,936 in 2000 to 1,891 in 2008. A total of 930 housing units were reported 2000; of these units, 81 percent (754) were classified as owner occupied. The major transportation route to Miami is US 60. From Superior to Miami, US 60 is one of the most scenic highways in Arizona. The highway winds through incredible rock formations, overlooks the BHP Pinto Valley Operations, and passes the Phelps Dodge Oxhide and Bluebird leach dumps to the Bullion Plaza Museum and Cultural Center and into the town of Miami (Arizona Department of Commerce 2009a, 2009b). Landownership within the WUI is primarily USFS lands west, north, and south of the community. Private lands within the city of Globe and the community of Claypool are located to the east. Most of the private lands within and adjacent to Miami are owned by or affiliated with mining businesses.

The areas at highest risk for wildland fires within the WUI occur along the northern face of the Pinal Mountains. Mesquite upland scrub, with associated patches of chaparral, presents the highest fire danger in this sub-WUI. Analysis of fire-start data for the last 30 years (since 1980) indicates that highest incidences (greater than 4 per 1,000 acres) of fires are along the northern front of the Pinal Mountains and along the US 60 corridor east of the community in the vicinity of Top of the World.

The Maim Fire Department provides wildland fire protection. The Miami Volunteer Fire Department provides primary fire and emergency medical services to the town of Miami; the volunteer staff is not compensated. The Miami Fire Department has responded to wildland fires and maintains a program of public information and firefighter education.

Given a primarily moderate wildfire risk, a low ignition history, and a low to moderate density of community values, the overall wildland fire risk rating for the Miami sub-WUI is moderate.

Claypool Sub-WUI

The Claypool sub-WUI consists of unincorporated private lands between the cities of Globe and Miami. The Claypool sub-WUI includes a total of 1.21 square miles of rural lands surrounding the community, including the Little Acres and Miami Gardens subdivisions and the communities of Central Heights, Claypool, and Wheatfields. In 2000, the population for the community of Claypool was reported as 1,794. A total of 786 housing units were reported in the 2000 census; 87 percent (683) of these units were classified as occupied.

The areas at highest risk for wildland fires are along the northern face of the Pinal Mountains. Mesquite upland scrub, with associated patches of chaparral, presents the highest fire danger in the sub-WUI. Analysis of fire-start data for the last 30 years (since 1980) indicates that highest incidences (greater than 4 per 1,000 acres) of fires are along the northern front of the Pinal Mountains.

The Tri-City Fire Department provides fire protection and emergency medical services to this sub-WUI and to over 8,000 people living in an 18-square-mile area including the communities of Central Heights, Claypool, and Wheatfields. The Tri-City Fire Department has responded to wildland fires and maintains a program of public information and firefighter education.

Given a primarily moderate wildfire risk, a low ignition history, and a low to moderate density of community values, the overall wildland fire risk rating for the Claypool sub-WUI is moderate.

Tonto National Monument Sub-WUI

Tonto National Monument is a very popular recreation destination within Tonto Basin. The monument was established to protect numerous prehistoric archaeological sites, including two Gila-phase cliff dwellings of the Salado culture. The primary sites are the Upper and Lower Cliff Dwellings. Rock shelters overlooking Tonto Basin have protected the nearly 700-year-old masonry cliff dwellings. The monument contains some of the best-preserved examples of prehistoric cliff dwellings and their associated artifacts. Developed facilities include a visitor center with a museum, an administrative building and maintenance facility, a well house, a picnic area, and four residential units. The monument has limited access routes and confined developed areas. A 1-mile entrance road ends at the visitor center. In 2004, NPS approved the Tonto National Monument Wildland Fire Management Plan. This plan outlines aggressive suppression operations to achieve effective control for the protection of human life and property with the least amount of damage to the park's natural and cultural resources (NPS 2004). Initial wildfire response is provided by park staff trained in wildland fire response. The park maintains agreements with surrounding fire agencies for extended suppression response.

Given a moderate and high wildfire risk, a high ignition history, and high recreational values, the overall wildland fire risk rating for the Tonto National Monument sub-WUI is high.

Haigler Canyon Sub-WUI

The Haigler Canyon sub-WUI is an old homestead subdivided into residential homes. The subdivision runs southwest to northeast following the Haigler Creek corridor. Vegetative fuels in the area are a mix of juniper grassland with chaparral. These fuels are continuous across the sub-WUI and the TNF, and the subdivision is aligned with the prevailing southwesterly winds. The community has no formal fire protection. The TNF responds to wildland ignitions within this sub-WUI.

Given these factors, the overall wildland fire risk rating for all portions of the Haigler Canyon sub-WUI is high.

Pleasant Valley Sub-WUI

The Pleasant Valley sub-WUI includes the rural areas surrounding the community of Young. Young, also known as Pleasant Valley, is a picturesque valley, nestled in the northeast portion of the TNF, halfway between the Mogollon Rim and Roosevelt Lake. The town began as a cattle ranching community in the 1880s. The community of Young now primarily serves as a retirement and second-home community. The town maintains a community council that sponsors gymkhanas (equestrian games), ropings, stampedes, and other events in the local arena, as well as other functions in an approximate 7,000-square-foot community center building. Of the approximately 5,000-acre community, half consists of 2- to 5-acre land parcels and the other half is undeveloped land. In 2000, the population for the community of Young was reported as 561. A total of 446 housing units were also reported in 2000; of these units, 56 percent (250) were classified as occupied.

The east boundary of the Pleasant Valley sub-WUI that follows the north-south Cherry Creek drainage is at greatest risk from wildfire because of the alignment of slope and prevailing winds and the condition of vegetative fuels. Forest fuels within and surrounding this portion consist of heavy oak and juniper woodland with a chaparral component. The state of the fuels and alignment of slope and predominate wind put the east side of Young at high risk. The southern and western portions of the sub-WUI near the Potato Butte and Walnut Creek subdivision are also at high risk because of the combination of fuel type (mixed grass with juniper), slope, and prevailing winds.

The Pleasant Valley Volunteer Fire Department provides fire protection to over 500 people living in the community and has an ISO rating of 6-8b. The Pleasant Valley Fire Department has responded to wildland fires and maintains a program of public information and firefighter education.

Given a primarily high wildfire risk, a moderate ignition history, and a high to moderate density of community values, the overall wildland fire risk rating for the Pleasant Valley sub-WUI is high.

Rose Creek/YMCA (or Sierra Ancha) Sub-WUI

The Rose Creek/YMCA sub-WUI includes the Sierra Ancha subdivisions, which are a mix of homesteads and ranches that have become residences and campgrounds. Private lands in this area lie at the base of and within the Sierra Ancha Mountains. Vegetation is predominantly ponderosa pine and mixed conifer with

oak, juniper, and chaparral. The fuels are in Condition Class III and are continuous across the sub-WUI and the TNF. All portions of this subdivision have a very high risk for WUI fire because of fuels, mountain slopes, and a history of fire occurrence. High recreational use occurs in the TNF surrounding this sub-WUI and along SR 288, which runs north-south through the WUI. The community has no formal fire protection. The TNF responds to wildland ignitions within this sub-WUI.

Given these factors, the overall wildland fire risk rating for all portions of the Rose Creek/YMCA sub-WUI is high risk.

Tonto Basin Sub-WUI

The Tonto Basin sub-WUI consists of the Tonto Basin North and the Tonto Basin South sub-WUIs. Tonto Basin North includes the communities of Deer Creek, Jakes Corner, Punkin Center, Lower Greenback Village, and Tonto Basin. Tonto Basin South primarily includes the rural areas within the Tonto Basin surrounding the community of Roosevelt adjacent to the recreation areas associated with Theodore Roosevelt Lake. Tonto Basin is a low-lying area between the Sierra Ancha Mountains, Mazatzal Mountains (including Four Peaks), and the Superstition Mountains.

The areas at highest risk for wildland fires within the WUI occur along the eastern face of the Mazatzal Mountains, along the western face of the Sierra Ancha Mountains, and along Tonto Creek and associated riparian drainages. Sonoran palo verde–mixed cacti desert scrub, with associated patches of chaparral, presents the highest fire danger in this sub-WUI. Analysis of fire-start data for the last 30 years (since 1980) indicates that highest incidences (greater than 4 per 1,000 acres) of fires are along the east front of the Mazatzal Mountains and along SR 188 along the Tonto Creek corridor.

The Tonto Basin Fire District provides fire protection to this sub-WUI, with the exception of Deer Creek. The Deer Creek community is not within the Tonto Basin Fire District Boundary and therefore has no primary fire protection services. The district encompasses 85 square miles from Jakes Corner on SR 188 south to the community of Roosevelt. It includes the communities of Tonto Basin, Roosevelt, Punkin Center, and Jakes Corner. Established in 1989, the district provides emergency services to over 4,000 residents. There are two manned stations, Station No. 1 in Punkin Center and Station No. 6 in Roosevelt, and two unmanned stations, Station No. 2 on the east side of Tonto Creek and Station No. 5 in Jake's Corner. The district employs nine full-time firefighters and numerous reserve and volunteer firefighters; all are qualified emergency medical technicians, and eight are paramedics. The Tonto Basin Fire district has an ISO rating of 7/9. The district is a member of the Arizona Mutual Aid Compact and has an IGA with ASLD and.

Given a primarily moderate wildfire risk associated with the slopes of the Mazatzal and Sierra Ancha Mountains, a moderate to high risk of wildfire ignitions, and a low density of community values, the overall wildland fire risk rating for the Tonto Basin sub-WUI is moderate.

Winkelman Sub-WUI

The Winkelman sub-WUI includes the rural areas surrounding the town of Winkelman, located near the confluence of the San Pedro and Gila Rivers. Winkelman was founded in 1877 as an agricultural community. The post office was established in 1903 near the ranch of Peter Winkelman and was

incorporated in 1949. The community serves primarily as a service center and residential area for those working in the local mining industry. The town of Winkelman offers a range of community facilities such as public parks, a library (Hayden Library), a lighted baseball field and basketball courts, and an RV park. The Gila River Arena accommodates team-roping, bull-riding, rodeos, and live concert events. In 2008, the population for the town of Winkelman was reported as 427. A total of 194 housing units were reported in 2000; of these units, 82 percent (160) were classified as occupied. The Winkelman Volunteer Fire Department provides fire protection to this sub-WUI.

The areas at highest risk for wildland fires within the WUI occur along the southern face of the Dripping Springs Mountains and adjacent to, and at the confluence of, the San Pedro and Gila Rivers and associated riparian drainages. Sonoran palo verde–mixed cacti desert scrub, with associated patches of upland mesquite, presents the highest fire danger in the sub-WUI. Analysis of fire-start data for the last 30 years (since 1980) indicates that incidences of wildland fire ignitions are low.

Given a primarily moderate wildfire risk associated with the confluence of the Gila and San Pedro riparian corridors, a low risk of wildfire ignitions, and a low to moderate density of community values, the overall wildland fire risk rating of the sub-WUI is moderate.

Hayden Sub-WUI

The Hayden sub-WUI includes the rural areas surrounding the town of Hayden. Hayden offers many community facilities, including a library, a community center, three parks, a golf course, and a swimming pool. In 2008, the population for the town of Hayden was reported as 839. A total of 334 housing units were reported in 2000; of the units, 86 percent (288) were classified as occupied. The Hayden Volunteer Fire Department provides fire protection to this sub-WUI.

The areas at highest risk for wildland fires within the WUI occur along the southern face of the Dripping Springs Mountains and adjacent to the Gila River and associated riparian drainages. Sonoran palo verde–mixed cacti desert scrub, with associated patches of upland mesquite, presents the highest fire danger in this sub-WUI. Analysis of fire-start data for the last 30 years (since 1980) indicates that incidences of wildland fire ignitions are low.

Given a primarily low to moderate wildfire risk associated with the Gila and San Pedro riparian corridors, a low risk of wildfire ignitions, and a low to moderate density of community values, the overall wildland fire risk rating for the Hayden sub-WUI is low.

Top of the World Sub-WUI

The Top of the World sub-WUI includes the unincorporated community of Top of the World and the Oak Flats area. Top of the World is a rural community located along US 60 near the Pinal County line. The community of Top of the World is listed as moderate risk within the *Arizona-Identified Communities at Risk* (ASFD 2007). US 60 is the only transportation route for this community. In 2000, the population of the community of Top of the World was reported as 330. A total of 196 housing units were also reported in 2000: 47 were classified as owner-occupied units, 61 as detached single-family units, and 135 as mobile homes. Top of the World is not within a fire district and therefore has an ISO rating of 10.

The Top of the World sub-WUI is composed, almost exclusively, of areas at high wildland fire risk. The combination of volatile vegetation associations and southerly exposures of increasing steep slopes creates the highest risk for wildland fires within this sub-WUI. These areas can create extreme risk during both normal and extraordinary years of rainfall. Analysis of fire-start data for the last 30 years (since 1980) indicates that the highest incidences of ignition occur within or adjacent to the sub-WUI either within or near TNF lands along the northern and eastern portions of the sub-WUI.

The majority (97%) of the Top of the World sub-WUI has a high wildfire risk, with an elevated risk from ignition history in areas of high-risk wildland fuels. Therefore, the overall wildland fire risk rating for the Top of the World sub-WUI is high.

Nail Ranch/Frog Pond Sub-WUI

Nail Ranch is a homestead that has been divided into a small subdivision. It is located on Forest Road 100, south of Forest Road 512. There is a high fire occurrence (lightning caused) in the surrounding valley and hills, including Gentry, Shell, and Crouch Mountains. The surrounding vegetative fuel type is ponderosa pine in Condition Class III. Heavy vegetative fuel loads are continuous across private and TNF lands, and all areas of the subdivision are at risk. The community has no formal fire protection. The TNF responds to wildland ignitions within this sub-WUI.

Given these factors, the overall wildland fire risk rating for all portions of the Nail Ranch/Frog Pond sub-WUI is high.

El Capitan Sub-WUI

El Capitan sub-WUI consists of private lands adjacent to SR 77 north of the communities of Winkelman and Hayden and immediately north of the Dripping Springs/Christmas sub-WUI in the vicinity of El Capitan Canyon along the western and northern foothills of the Mescal Mountains. The El Capitan sub-WUI is composed, almost exclusively, of areas at high wildland fire risk. Highest risk for wildland fires within the El Capitan sub-WUI is a result of the combination of volatile chaparral woodland associations occurring in conjunction with steep slopes. Analysis of fire-start data for the last 30 years (since 1980) indicates that incidences of wildland fire ignitions are low, occurring primarily adjacent to SR 77. This sub-WUI has no formal fire protection.

Given a primarily high wildfire risk associated with the Mescal Mountains, a low risk of wildfire ignitions, and a high density of community values, the overall wildland fire risk rating for El Capitan sub-WUI is high.

Dripping Springs/Christmas Sub WUI

This area, which was named after a nearby spring, originally consisted of a cattle ranch and stagecoach station. A post office operated in Dripping Springs from 1886 to 1890. The Christmas post office was in service from June 17, 1905, to March 30, 1935. Two mining claims discovered in the Copper Springs Mountains in 1878 and 1882 gave rise to the town of Christmas. The claims were originally within the boundaries of the San Carlos Apache Indian Reservation and were thought to be duds. However, when the reservation boundaries were resurveyed, and the mines were no longer inside the boundaries and were

thus reopened. The area of Drippings/Christmas is primarily composed of private residences supporting the local ranching, farming, and mining industries.

The areas at highest risk for wildland fires within this sub-WUI occur along the southern face of the Dripping Springs Mountains and associated xeroriparian drainages. Sonoran palo verde–mixed cacti desert scrub, with associated patches of upland mesquite, presents the highest fire danger in the sub-WUI. Analysis of fire-start data for the last 30 years (since 1980) indicates that incidences of wildland fire ignitions are low, occurring mostly in the foothills of the Dripping Springs Mountains and adjacent to SR 77. This sub-WUI has a moderate to high community-values rating and has no formal fire protection.

Given a primarily moderate to high wildfire risk associated with the Dripping Springs Mountains, a low risk of wildfire ignitions, and a low density of community values, the overall wildland fire risk rating for the Dripping Springs/Christmas sub-WUI is low.

2. Cumulative Risk Analysis

The cumulative risk analysis synthesizes the risk associated with fuel hazards, wildfire ignitions, wildfire occurrence, and community values. These different components were analyzed spatially, and an overall cumulative risk for the WUI was calculated. Table 2.7 and Figure 2.6 display the results of the cumulative risk analyses, identifying the areas and relative percentages of WUI areas of high, moderate, and low risk.

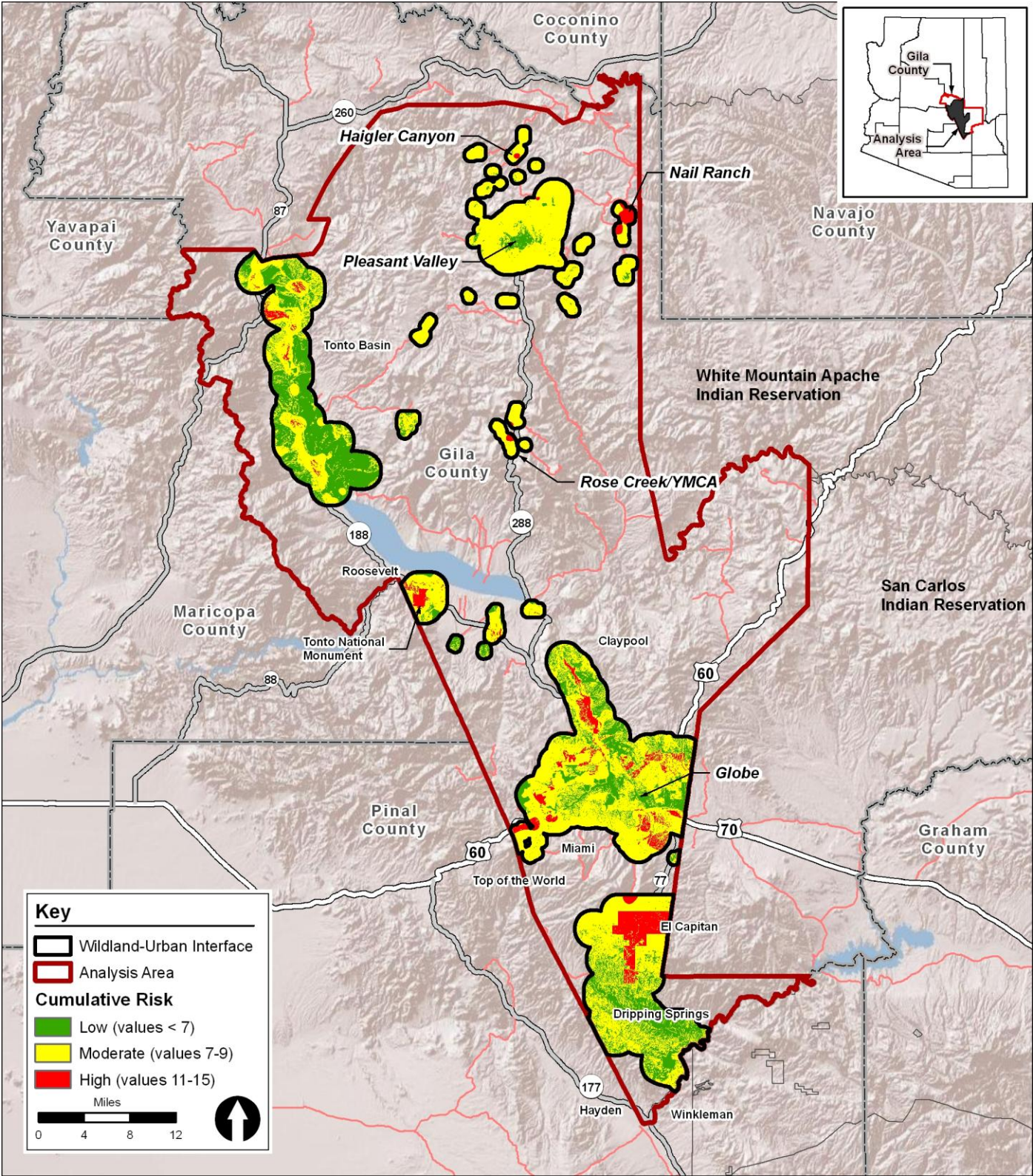
Table 2.7. Cumulative risk levels, by percentage of the WUI area

Southern Gila County CWPP sub-WUI	High risk (%)	Acres	Moderate risk (%)	Acres	Low risk (%)	Acres	Total acres
Globe	9	3,743	67	30,584	24	10,992	45,319
Miami	6	1,380	74	15,629	20	4,278	21,287
Claypool	9	3,038	62	20,327	29	9,617	32,982
Haigler Canyon	3	133	96	8,049	2	192	8,374
Pleasant Valley/Young	0	54	93	37,342	7	2,767	40,163
Rose Creek/YMCA	7	363	93	4,711	0	9	5,083
Tonto Basin/North	3	1,793	46	34,818	51	38,419	75,030
Tonto Basin/South	3	253	62	4,074	35	2,286	6,613
Tonto National Monument	16	1,450	71	6,228	13	1,106	8,784
Winkelman	4	56	77	1,160	19	290	1,506

Table 2.7. Cumulative risk levels, by percentage of the WUI area

Southern Gila County CWPP sub-WUI	High risk (%)	Acres	Moderate risk (%)	Acres	Low risk (%)	Acres	Total acres
Top of the World	13	618	86	4,023	1	41	4,682
Hayden	2	68	82	2,511	16	475	3,054
Nail Ranch	29	1,659	68	3,967	3	160	5,786
El Capitan	26	8,994	62	21,627	12	4,235	34,856
Dripping Springs	0	0	49	18,173	51	18,580	36,753
Total	8	23,602	64	213,223	28	93,447	330,272

Source: Logan Simpson Design Inc.



III. COMMUNITY MITIGATION PLAN

This section outlines Southern Gila County CWPP priorities for wildland fuels treatments, as well as the recommended methods of treatment and management strategies for mitigating the potential spread of catastrophic wildland fire throughout the WUI. This section also presents recommendations for enhanced wildland fire protection capabilities and public education, information, and outreach.

A. Fuel Reduction Priorities

After determining the areas at greatest risk for wildland fire (Section II of this CWPP), the Core Team developed a series of proposed actions, including residential treatments, a series of firebreaks appropriate for the wildland fuel types, and fuel mitigation treatments for undeveloped landscapes (Table 3.1). The Core Team has proposed wildland fire mitigation projects for at-risk public, and private lands. These proposed actions are recommended to prevent wildfire spread from public lands onto private land and, conversely, to reduce the risk of fires spreading from private land onto public lands by reducing wildland fuels and creating a defensible space for wildland firefighters. A primary goal of the Southern Gila County CWPP is for proposed treatments to be continuous across property boundaries, allowing for the most effective protection from wildfires.

Hazardous fuels reduction recommendations on public lands vary by constituting either a single firebreak in appropriate width and length within the WUI or broader land treatment applications of wildland fuel reduction within the WUI. Additional firebreaks or hazardous fuels reduction projects may be developed over time and will conform to the types of treatment recommendations developed by the Core Team. The GCD, ASFD, TNF, NPS, BLM, local fire departments and districts, and the Core Team's participating resource specialists developed wildland fuel reduction recommendations by vegetative fuel types. These recommendations are based on firebrand movement during the peak fire season under normal seasonal weather conditions in relation to slope and fuel type. The recommended land treatments and fuelbreaks will enhance public and firefighter safety, provide for community value protection, enhance restoration of native vegetation, and provide for wildlife habitat needs. Several designated wilderness areas are within or adjacent to the Southern Gila County CWPP WUI: Sierra Ancha, Needles Eye, Salt River Canyon, and Salome Wilderness areas. Wildland fuel mitigation treatments within wilderness areas will be conducted by BLM and TNF under appropriate wilderness regulations. The Core Team may recommend fuelbreaks along specific identified private in-holdings adjacent to wilderness boundaries to allow BLM and TNF to use appropriate management response (USFS and BLM 2009).

The wildland vegetative fuel and firebreak recommended treatments meet the Southern Gila County CWPP goals of enhancing firefighter and public safety, reducing hazardous wildland fuels on public and private lands, improving fire prevention and suppression, restoring riparian and forest and rangeland health, involving the community, and expediting project implementation. To prioritize wildland fuel mitigation projects, the Core Team analyzed wildland fuel hazards, fire history, and community values. This combined risk assessment was compiled in a single community base map depicting areas of low-, moderate-, and high-risk evaluations (see Figure 2.4). These risk areas were further identified and categorized into a total of 28 management site-specific areas (treatment management units) of the WUI, with an overall risk value determined for each management unit (Figure 3.1).

Table 3.1. Fuel modification and treatment plans

Treatment No.	1 Developed private parcels <2 acres				2 Undeveloped private parcels or single-structure parcels >2 acres		3 Grassland firebreaks		4 Oak/pinyon/juniper and shrublands within the WUI	
Treatment category	Zone 1 (0–10 feet from structures)	Zone 2 (10–30 feet from structures)	Zone 3 (30–100 feet from structures)	Zone 4 (100–600 feet around home)	Slopes <20%	Streambeds, channels, and slopes ≥20%	Slopes <20%	Slopes ≥20%	Landscape treatment outside fuel breaks	Fuel breaks
Vegetation	<p>Remove ladder fuels by pruning the lower third of trees or shrubs up to a maximum of 10 feet to reduce flammable vegetation.</p> <p>Remove and destroy insect-infested, diseased, and dead trees and shrubs.</p> <p>Grasses and forbs may be cut with a mower to a 4-inch stubble.</p> <p>Remove dead plant material from ground; prune tree limbs overhanging roofs; remove branches within 10 feet of chimneys; remove flammable debris from gutters and roof surfaces.</p>	<p>Remove ladder fuels by pruning the lower third of trees or shrubs up to a maximum of 10 feet; remove and destroy insect-infested, diseased, and dead trees.</p> <p>Create separation between trees, tree crowns, and other plants according to fuel type, density, slope, and other topographical features.</p> <p>Reduce continuity of fuels by creating a clear space around brush or planting groups.</p> <p>Grasses and forbs may be cut with a mower to a 4-inch stubble.</p> <p>All snags and vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels, dead trees, and thinning from live trees must be removed.</p>	<p>Remove ladder fuels by pruning the lower third of trees or shrubs up to a maximum of 10 feet; remove and destroy insect-infested, diseased, and dead trees.</p> <p>Maximum density of trees (whichever is greater: 60 BA at 80–100 trees/acre or average density of 100 trees/acre).</p> <p>Grasses and forbs may be cut with a mower to a 4-inch stubble.</p>	<p>For natural areas, thin selectively and remove highly flammable vegetation.</p> <p>Carefully space trees; choose Firewise plants.^{1a}</p>	<p>Remove ladder fuels by pruning the lower third of trees or shrubs up to a maximum of 8 feet; remove and destroy insect-infested, diseased, and dead trees.</p> <p>Maximum density of trees (whichever is greater: 60 BA at 80–100 trees/acre or average density of 100 trees/acre)</p> <p>See fuel modification plan (this section) developed to promote riparian health, to prevent spread of fire to adjacent property, and to create defensible space with considerations for wildlife and groundwater protection.</p> <p>Single structure or structures on parcels exceeding 2 acres should include Treatment 1 in proximity to structures and Treatment 2 for remaining acres.</p>	<p>Remove dead, diseased, and dying trees. Fell dead trees away from stream channels with defined bed and banks.</p> <p>Areas should be hand-thinned and hand-piled; inaccessible areas may be treated with periodic prescribed fire.</p> <p>Develop fuel modification plan (this section) for treatments.</p>	<p>Grassland types may be mechanically treated, including mowing, chopping, or mastication, to reduce or remove vegetation or may be grazed to a suitable stubble height. Ensure that removal of vegetation within a designed firebreak of >1 chain (66 feet) in width and length is sufficient to protect federal, state, or private land values.</p> <p>Fuel reduction treatments within grassland vegetation types may include multiple-entry burns to maintain stand structure and reduce fine fuels. Trees and shrubs >8 inches drc should be thinned to a variable distance of 15–35 feet between trees. Trees and shrubs <8 inches drc should be removed.</p> <p>Mechanical/chemical or grazing treatment may be used to maintain firebreaks on private lands.</p> <p>See the fuel modification plan (this section) developed to prevent spread of fire to adjacent property and to create defensible space with considerations for wildlife and groundwater protection.</p>	<p>Same as for slopes <20%. Fuel treatments may require hand-thinning and hand-piling or grazing in steep slopes. Prescribed fire may be used to reduce high fire potential (see Treatment 5). Designated firebreaks may be increased to no more than 2 chains in steep slopes where herbaceous (fine fuels) and subshrub species fuel loads increase to pretreatment levels within 3 years.</p> <p>See fuel modification plan (this section) developed to promote forest health, to prevent spread of fire to adjacent property, and to create defensible space with considerations for wildlife and groundwater protection.</p>	<p>Spacing may be variable with a 20- to 35-foot minimum to promote (1) wildlife habitat while breaking horizontal fuel loading, which allows for patches of closely spaced trees for adequate cover, and (2) other habitat components while incorporating openings to increase herbaceous forage production, to maximize edge effect, and to promote fire-resilient stands.</p> <p>Mechanical thinning and prescribed fire (see Treatment 5) can be used to reduce vegetative fuels and move stands toward potential natural vegetation groups as described in the <i>FRCC Interagency Handbook</i> (FRCC Interagency Working Group 2005b) or grazed to like conditions. All trees >10 inches drc will be targeted as “leave trees” unless removal is necessary to achieve the desired spacing.</p>	<p>Woodland and shrub trees <8 inches drc will be thinned to a spacing of 15 feet between trees, or prescribed fire will be applied to achieve like conditions. Shrub and tree trunks will be severed <4 inches from the ground.</p> <p>Mechanical treatments, such as crushing, chipping, mastication, and prescribed fire, may be used to create open stands that produce flame lengths of ≤4 feet to minimize crown-fire potential and to produce vegetative fuel conditions conducive to suppression action.</p> <p>Herbaceous and subshrub understory may be mechanically treated, including mowing, chopping, and masticating, or grazed to limit fine-fuel loading while protecting soil integrity from rainfall runoff.</p>
Slash	<p>Remove or reduce natural flammable material 2–4 feet above the ground around improvements.</p> <p>Remove vegetation that may grow into overhead electrical lines, ladder fuels, and dead trees; thinning from live trees must be removed (chipped, etc.).</p> <p>Remove all leaf litter to a depth of 1 inch.</p>	<p>Control soil erosion from small waterflow channels by using rock or noncombustible velocity-reducing structures.</p> <p>Remove all leaf litter to a depth of 1 inch.</p>	Same as Zones 1 and 2.	<p>Slash may be burned, piled and burned, or chipped and removed. Slash from grassland treatments may be burned, removed, masticated, turned, or grazed for like treatment.</p>	<p>All slash, snags, and vegetation that may grow into overhead electrical lines; other ground fuels; ladder fuels; dead trees; and thinning from live trees must be removed, mechanically treated (chipped, etc.), or piled and burned along with existing fuels.</p>	<p>Clean dead and down debris in channels where debris may be mobilized in floods and thus create downstream jams.</p> <p>Some slash and debris can be scattered and retained in small, ephemeral streambeds in which slash can help retain runoff and sediment and provide headcut stabilization.</p>	<p>Slash from grassland treatments may be burned, removed, masticated, or turned (disked).</p>	<p>Same as for slopes <20%; however, slash may be hand-piled and ignited with prescribed fire as the primary slash reduction treatment.</p>	<p>Slash may be burned, piled and burned, or chipped and removed. Slash from grassland treatments may be burned, removed, masticated, or turned.</p>	<p>Slash may be burned, piled and burned, or chipped and removed. Slash from grassland treatments may be burned, removed, masticated, or turned.</p>

Continued

¹ http://www.firewise.org/usa/fw_plantlists.htm

Table 3.1. Fuel modification and treatment plans

Treatment No.	5	6	7	8	9		
	Prescribed fire	Riparian areas (federal, nonfederal, and private lands)	Conditional suppression areas (federal and nonfederal lands)	Saltcedar removal for restoration purposes (federal and nonfederal lands)	Forest types (federal and nonfederal lands)		
Treatment category	Federal, state, or private lands	Federal or state lands	Firebreaks on private lands	Federal, state, or private lands	Federal, state, or private lands	Thinning	Shaded fuelbreaks
Vegetation	<p>Prescribed fire will be used as a tool to accomplish specific resource management objectives in accordance with standards and guidelines from ASLD, ASFD, NPS, TNF, BLM, or all of the above.</p> <p>Prescribed fire on federal land is authorized if part of an approved prescribed-fire burn plan. As additional areas within the WUI are identified, prescribed fire may be used as a treatment tool provided that a wildland fire implementation plan is in effect and that all conditions set forth have been met.</p> <p>Prescribed fire can occur at low, moderate, and high intensity. High-intensity fire will be used to create openings by removing all aboveground vegetation.</p>	<p>Riparian treatments will be limited in scope. The majority of riparian areas that fall within the WUI boundary will be avoided unless deemed a fuel hazard.</p> <p>Clearing or cutting of any material by mechanized equipment within 10 feet of any stream on federal land may be prohibited to prevent the risk of accelerating erosion.</p> <p>Treatments may include some overstory removal of deciduous riparian trees and shrubs in areas where encroachment has increased heavy woody fuels (emphasizing removal and control of saltcedar and other invasive trees).</p> <p>Treatments will emphasize nonnative species. Snags >8 inches may be retained. All presettlement trees, including snags, will be targeted for retention.</p> <p>Restricting the removal of the vegetative overstory in the riparian areas to October 15–March 31 will prevent the disturbance of any nesting by neotropical migrant bird species, including the southwestern willow flycatcher. Fuels reduction should occur October 15–March 31 in riparian areas, as long as fire danger is not extreme.</p> <p>Emphasis will be placed on removing nonnative and invasive plant species.</p>	<p>Private land treatment should use hand tools, chain saws, or mowers. Dead vegetation and slash should be removed. Ladder fuels, including limbs and branches, should be removed up to a maximum of 8 feet aboveground.</p> <p>All mechanized equipment must meet state and local fire-department/district standards. Perform treatments October–March annually. Chemical treatment of annuals may be best when annuals are green.</p>	<p>This prescription includes lands with desert shrub/scrub vegetative types in which no fuel modification treatments have been identified as necessary to provide protection from wildland fire. The threat from catastrophic wildland fire is low or nonexistent. This includes areas in which fire never played a historical role in developing and maintaining ecosystems. Historically, in these areas, fire return intervals were very long. These are areas in the WUI in which fire could have negative effects unless fuel modifications take place. These include areas in which the use of fire may have ecological, social, or political constraints and areas in which mitigation and suppression are required to prevent direct threats to life or property.</p> <p>Wildland fire growth within these areas will be monitored for private-property, ecological, and cultural threats before initiating suppression. Agency and fire-department/district policy provisions will determine suppression response.</p>	<p>Areas of monotypic saltcedar or in mix with mesquite or other riparian tree species may be treated mechanically or chemically or by controlled burning and reburning to reduce stem density, canopy, and excessive fuel loading.</p> <p>Mechanical removal for saltcedar by cutting below the root collar during November–January is preferred. Mechanical whole-tree extraction has achieved as high as 90% mortality on initial treatments and may be considered a preferred treatment.</p> <p>Low-volume oil-based herbicide applications in late spring through early fall would be considered for controlling small plants (<2 inches drc). Low-volume cut-stump herbicide applications will be considered in combination with mechanical treatment.</p> <p>Preferred phenological stage for burning is peak summer months and postavian breeding months. Black lines and appropriate headfires should be initiated depending on site-specific vegetative and burning conditions (Zouhar 2003). Maintenance, revegetation, restoration, and monitoring should follow as needed for each treatment area.</p>	<p>Lands may be thinned from below to reduce understory vegetation: ponderosa pine, white fir, Douglas fir up to 18 inches dbh; dead ponderosa pine, white fir and Douglas fir trees up to 18 inches dbh.</p> <p>Residual stocking levels for sites with predominantly ponderosa pine, white fir, and Douglas fir overstory would be reduced to 50–80 trees per acre (not below 60 square feet of basal area/acre)</p> <p>All trees larger than the diameter limits stated would not be cut even if the desired stocking level is not being met. In those cases, all tress smaller may be cut, but with some vegetation retained to provide a mosaic pattern.</p>	<p>Shaded fuelbreaks would only be planned around residential areas.</p> <p>A shaded fuelbreak is a type of fuelbreak within forested lands in which a band of larger mature trees (that are more fire resistant) are left in place with a relatively open understory. Enough mature trees are left to provide shade to keep the understory from redeveloping. The fuelbreak is designed to significantly slow the speed of a wildfire, All dead standing trees, of any size, would be cut down. A shaded fuelbreak width is approximately 330 feet.</p>
Slash	<p>Slash, piles of small diameter dead trees or tree limbss (jack piles), and down logs may be burned as appropriate in consideration of local conditions and distance from private property. Pile or prescribed fire can be used to remove fuel from private land as designated. Snags and down woody material may be retained in areas where fire resilience is not compromised.</p>	<p>After removal of heavy woody fuels, fine fuels may be maintained by cool-season low-intensity prescribed fire that moves slowly downslope or into prevailing winds to midslope. Large down woody material and snags (≥12 inches) may be retained in riparian areas.</p>	<p>Fuel treatments and woody material removal will occur on existing roads. Cool-season low-intensity prescribed fire may be used for maintenance of fine fuels. Pile burning or burning stands of small diameter trees (jackpot burning) will not occur in ephemeral, intermittent, or perennial stream channels.</p>	<p>Response will be full suppression when firefighter and public safety, property, improvements, or natural resources are threatened.</p>	<p>Created slash will be made available for woody biomass use. If not used for wood-related products, slash will be piled with preexisting fuels and burned, or otherwise used for soil stabilization. Disturbed areas should be immediately revegetated with a native plant community that contains no invasive species and meets other land use objectives, such as wildlife habitat enhancements or recreational-use benefits.</p>	<p>Slash may be lopped and scattered to a thickness of no more than 2 feet deep and be treated later as part of a broadcast burn. Slash may also be piled by hand or machine, and later burned.</p>	<p>Slash would be piled and burned.</p>

Note: ASLD = Arizona State Land Department; ASFD = Arizona State Forestry Division; BA = basal area; BLM = Bureau of Land Management; drc = diameter at root collar; NPS = National Park Service; TNF = Tonto National Forest; WUI = wildland-urban interface.

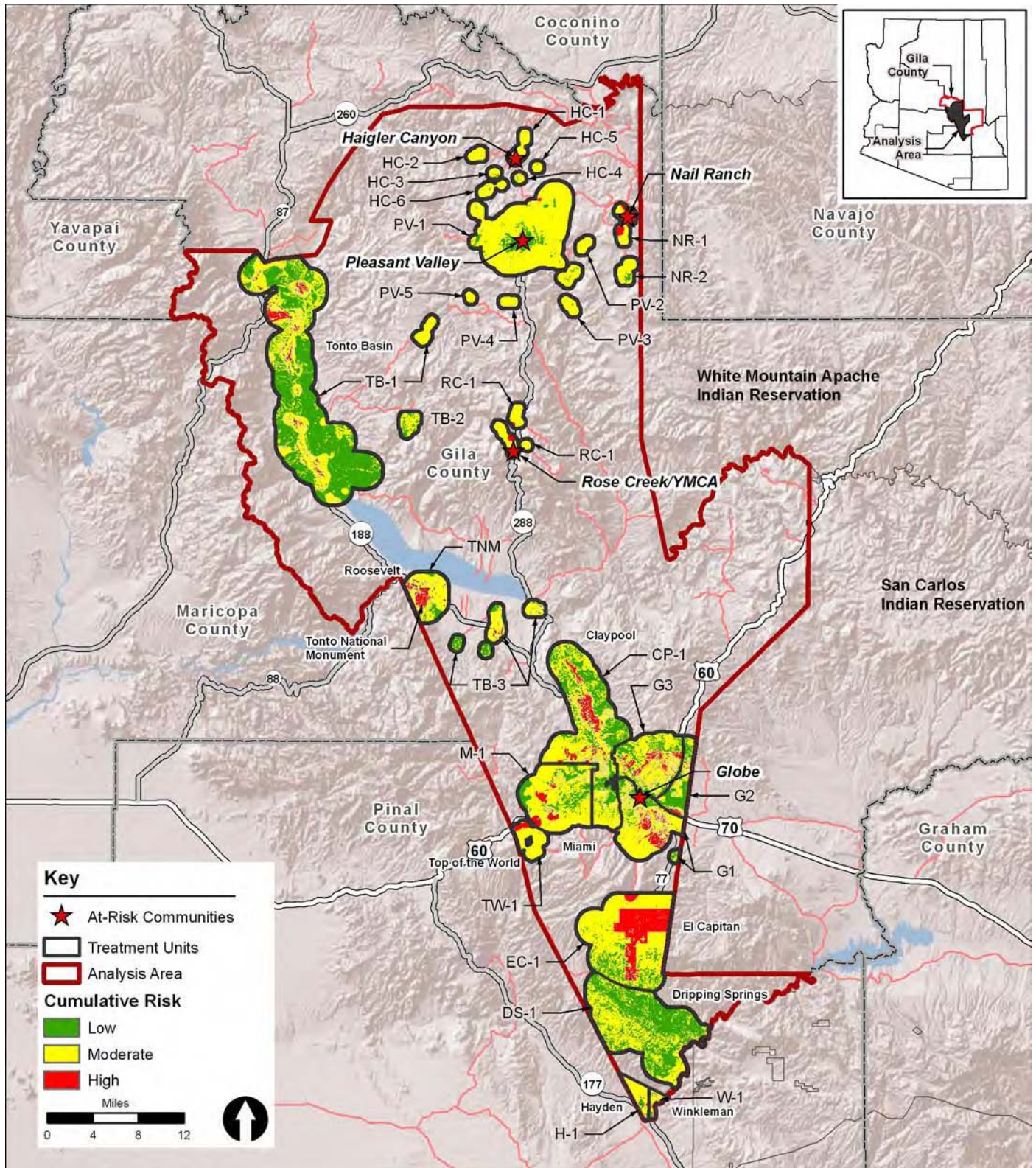


Figure 3.1. Gila County CWPP treatment management units

The Core Team described the location of each treatment management unit in the WUI and then assigned recommended treatments for each unit (Table 3.2). The management units listed in Table 3.2 do not always coincide with fire department or district boundaries. Some management units are not located within a fire department or district and therefore have no structural fire protection. For example, the Pleasant Valley community sub-WUI is much larger than the fire district boundary, and the El Capitan community is not within a fire department or district.

Private land treatments in the WUI typically occur on small land parcels near power lines, structures, and other obstacles. In many cases, cut trees and slash cannot be piled and burned on small private land parcels, or it is not the preferred slash treatment by the owner of a small residential lot or by the local fire departments. Therefore, the Core Team recommends that slash from wildland fuel reduction treatments on small residential parcels be removed, whole or chipped, and transported to a disposal site. The Core Team does not oppose alternative vegetative treatments, such as an experimental grazing program using primary grazers within the WUI, to achieve wildland fuel mitigation objectives adjacent to state or federal lands. The Core Team also recommends that fallow agricultural lands be restored through the planting of native vegetation species in accordance with Code 550 (Range Planting) of the *National Conservation Practice Standards* (NRCS 2002). The Core Team also recommends that firebreaks constructed on public and private lands to restrict wildland fire movement be maintained in accordance with the above-mentioned mitigation measures and stipulations on a rotating 2- or 3-year interval, or as deemed necessary, to ensure the integrity of the firebreak through removal of fine and light vegetative fuels.

Treatment of wildland fuels within the WUI is expected to generate considerable slash and vegetative waste material. Private individual use of wood products from fuel reduction treatments within the WUI is primarily for fuelwood. Commercial use of the woody material from fuel reduction treatments is also primarily limited to fuelwood, and any commercial value of treatment by-products will not significantly affect land treatment costs. Recent costs of fuels mitigation treatment on BLM lands within the WUI include \$100.00 per acre for mowing and \$500.00 per acre for mastication. If wildland fuel modification prescriptions require follow-up pile burning or herbicide application after vegetation treatment, the total cost per acre treated could be as high as \$500.00 to \$1,000.00 per acre on small land parcels consisting mostly of treatments within riparian corridor treatments and as high as \$3,500.00 per acre for small acreage treatments in heavy chaparral/timber (USFS and New Mexico Energy, Minerals and Natural Resources Department, Forestry Division 2005; San Juan County Watershed Group 2005; Ken Shaver, BLM, pers. comm. 2009).

The Core Team recommends that when available, wildland fuel modification projects be contracted to ASFD to ensure that treatments are conducted in a timely fashion and at a reasonable cost. The estimates of daily costs, which include a 20-person inmate labor crew and a chipper for a 100-mile roundtrip to the project site by an ASFD crew carrier, are as follows:

- 8-hour day—\$750.00
- 10-hour day—\$830.00
- 12-hour day—\$910.00

Table 3.2. Identified treatment management units

Treatment management unit	Map ID	Risk value	Location and description	Recommended treatment^a	Total acres	Federal acres	State Trust acres	Nonfederal acres
Globe	G1	M	City of Globe south of US 60 and west of SR 77	1,2,3,4,5,7,9	17,407	11,668	37	5,702
	G2	M	City of Globe north of US 70, east of US 60, including portions of the Globe Hills	1,2,3,5,8	6,769	1,141	2,650	2,979
	G3	M	City of Globe north of US 60 and west of US 60, including portions of the Globe Hills	1,2,3,5,8,7,9	16,882	7,384	0	9,497
Pleasant Valley	PV1	M	Communities of Pleasant Valley and Young	1,2,3,4,5,9	34,031	26,859	0	7,172
	PV2	M	Private lands east of Pleasant Valley and west of SR 288	1,2,3,4,5,9	1,434	1,318	0	116
	PV3	M	Private lands southeast of Young	1,2,3,4,5,9	1,681	1,518	0	164
	PV4	M	Private lands south of Young adjacent to SR 288	1,2,3,4,5,9	1,308	1,203	0	105
	PV5	M	Private lands southwest of Young	1,2,3,4,5,9	826	801	0	24
Miami	M1	M	City of Miami	1,2,3,8	21,318	12,520	30	8,768
Claypool	CP1	M	Community of Claypool and Tri-City Fire Department boundary with buffer	1,2,3,8,7,9	37,462	25,690	601	1,117
Tonto National Monument	TNM	H	Tonto National Monument boundary with buffer	1,2,3,7	8,794	8,794	0	0
Haigler Canyon	H1	H	Private lands near the community of Haigler Canyon	1,2,3,4,5,6,9	2,525	2,282	0	243
	H2	H	Private lands west of Haigler Canyon	1,2,3,4,5,6,9	1,477	1,312	0	164
	H3	H	Private lands immediately southwest of Haigler Canyon	1,2,3,4,5,6,9	812	789	0	23
	H4	H	Private lands southwest of Haigler Canyon	1,2,3,4,5,6,9	775	752	0	23
	H5	H	Private lands southeast of Haigler Canyon	1,2,3,4,5,6,9	789	764	0	25
	H6	H	Private lands south and west of Haigler Canyon	1,2,3,4,5,6,9	2,017	1,894	0	123
Rose Creek/YMCA	RC1	H	Private lands near Rose Creek	1,2,3,6,7,8	5,096	4,725	0	371

Continued

Table 3.2. Identified treatment management units

Treatment management unit	Map ID	Risk value	Location and description	Recommended treatment ^a	Total acres	Federal acres	State Trust acres	Nonfederal acres
Tonto Basin	TB1	M	Private lands adjacent to SR 188 and SR 87, south on SR 188 to north of Tonto National Monument	1,2,3,4,5,6,7,8	72,088	66,636	0	5,452
	TB2	M	Private and TNF lands east of SR 188 near Lower Greenback Village	1,2,3,4,5,6,7,8	2,529	1,979	0	550
	TB3		Private lands adjacent to SR 188 near the community of Roosevelt	1,2,3,4,5,6,7,8	6,626	5,900	0	726
Winkelman	W1	M	City of Winkelman boundary with buffer	1,2,3,6,7,8	1,508	313	0	1,195
Hayden	H1	L	Incorporated lands of Hayden with buffer	1,2,3,6,7,8	3,056	1,024	0	2,032
Top of the World^b	TW1	H	Lands west of the Gila County border on US 60 east to Management Unit M1	1,2,4,5,9	4,678	3,820	0	858
Nail Ranch	NR1	H	Private lands near Nail Ranch with buffer	1,2,3,6,7,8	3,320	2,989	0	331
	NR2	H	Private lands south of the Nail Ranch development with buffer	1,2,3,6,7,8	2,477	2,180	0	297
El Capitan	EC1	M	Private lands near El Capitan Canyon adjacent to SR 77, north of Dripping Springs and south of Globe, with buffer	1,2,3,4,7	35,820	16,197	9,108	10,514
Dripping Springs	DS1	M	Private lands near Christmas and Dripping Springs adjacent to SR 77, north of Winkelman and south of El Capitan, with buffer	1,2,3,4,7	36,770	22,929	8,266	5,574
Total acres					330,272	235,381	20,693	74,199

Note: L = low; M = moderate; H = high; SR = state route; US = US highway.

^aSee Table 3.1 for recommended treatments.

^bTop of the World west of Gila County is included in the 2009 Pinal County CWPP.

Cost estimates for treatments in the WUI are based on the estimates provided by the ASFD for the Fire and Fuels Crew costs for both federal and nonfederal land treatments (see Table 3.3). The ASFD Fire and Fuels Crews do not remove hazard trees or provide “climbers” for pruning or segmented tree removal sometimes required on private lands. The Core Team supports and encourages local business development that will complement wildland fuel mitigation needs on federal and nonfederal lands in the WUI. Vegetative fuel mitigation costs for this CWPP are estimated to be \$700.00 per acre, which is based

on the estimated cost of the ASFD Fire and Fuels Crews to conduct fuel mitigation projects on private and adjacent federal lands.

Table 3.3. Acres of wildland fuels mitigation treatment conducted by ASFD Fire and Fuels Crews during an 8-hour on-site workday

Vegetation association	Average acres per day treated
Ponderosa pine/mixed conifer	0.5 to 1 acre per day
Pinyon/juniper	1 to 2 acres per day
Mesquite woodland	3 to 4 acres per day
Oak woodland	3 to 4 acres per day
Riparian	1 to 2 acres per day (depending on fuel loading)
Grassland	2 to 4 acres per day (depending on grass type and fuel loading)

The Core Team recommends that private landowners who wish to adopt fuel modification plans other than those described in Table 3.1 have the plan prepared or certified by a professional forester, by a certified arborist, by other qualified individuals, or in conjunction with recommendations from local fire departments or fire districts that reference Firewise or fire-safe guidelines. Fuel modification plans for federal and state lands within 0.5 mile of private lands may be prepared for wildlife and watershed benefits—including the retention of large snags or vegetative patches of high wildlife value in areas more than 600 feet from private lands in which fire resiliency is not impaired and will not compromise public or firefighter safety. A fuel modification plan should identify the actions necessary to promote rangeland, wildlife, or watershed health and to help prevent the spread of fire to adjacent properties by establishing and maintaining defensible space. The action identified by the fuel modification plan should be completed before development of the property or identified during project initiation on federal and state lands.

Alternate Federal, State, or Private Land Wildland Fuel Modification Plan

A fuel modification plan for federal and state lands will follow agency procedures, standards, and guidelines. Fuel modification treatment plans for private land parcels should at least include the following information:

- A copy of the site plan
- Methods and timetables for controlling, changing, or modifying fuels on the properties in a timely and effective manner
- Elements for removal of slash, snags, and vegetation that may grow into overhead electrical lines; removal of other ground fuels, ladder fuels, and diseased, dying, and dead trees; and thinning of live trees
- Methods and timetables for controlling and eliminating diseased or insect-infested vegetation
- A plan for the ongoing maintenance of the proposed fuel reduction and control measures for

disease and insect infestations

- A proposed vegetation management plan for groupings of parcels under multiple ownership that has been accepted by all individual owners (subject to compliance with this section)

HFRA was designed to expedite administrative procedures for conducting hazardous wildland fuel reduction and restoration projects on federal lands. Regardless of priority treatments selected for federal lands, an environmental assessment must be conducted for fuel reduction projects. Although HFRA creates a streamlined and improved process for reviewing fuel reduction and restoration treatments, it still requires that appropriate environmental assessments be conducted and that collaboration be maintained (USFS and BLM 2004a).

The recommended treatments within the Southern Gila County CWPP have been developed to be consistent with federal land-management action alternatives and are intended to comply with and facilitate efficient planning and decision making concerning fuels mitigation treatments or habitat rehabilitation of public and private lands in order to reduce risks to communities caused by severe fires and to restore fire-adapted ecosystems (USFS 2000).

B. Prevention and Loss Mitigation

The Southern Gila County CWPP will be used as a resource to help coordinate long-term interagency mitigation of potential catastrophic wildfire events in at-risk communities within southern Gila County. The Southern Gila County CWPP Core Team established specific goals for wildland fire prevention and loss mitigation as follows:

- Improve fire prevention and suppression for firefighter and public safety and to protect private property
- Promote community collaboration, involvement, and education
- Recommend measures to reduce structural ignitability in the Southern Gila County CWPP WUI
- Preserve the aesthetics and wildlife values within riparian areas
- Identify funding needs and opportunities
- Expedite project planning through partnerships with ASFD, BLM, and other private and public entities in managing wildfire risk within the WUI

The Southern Gila County CWPP will be reviewed and updated as needed. Successful implementation of this CWPP will require collaboration among numerous government entities and community interests. To maintain acceptable wildland fuel conditions within existing utility corridor rights-of-way and easements adjacent to private lands within the WUI that are at high risk from wildland fire, cooperation from SRP and Arizona Public Service (APS) will be needed. GCDEM, the Core Team, APS, and SRP all recognize the importance and benefits of this collaboration. The Core Team acknowledges existing agreements between SRP, APS, land-management agencies, and private landowners for vegetative treatments within rights-of-way and easements, and agrees that the Southern Gila County CWPP does not bind or obligate SRP and APS to maintain vegetative fuels outside their rights-of-way or easements and beyond their existing

agreements. The Core Team believes that these agreements and future resultant vegetative treatments complement the objectives of the Southern Gila County CWPP. Therefore, at the request of the GCDEM and the Core Team, APS and SRP have agreed to be included as signatories to the Southern Gila County CWPP and to become partners in implementing action recommendations.

The Core Team and collaborators have made the following action recommendations to meet the goals of the Southern Gila County CWPP.

1. Administer and Implement the Southern Gila County CWPP

- Establish a Southern Gila County CWPP Working Group—composed of Southern Gila County fire chiefs, GCDEM, ASFD, BLM, NPS, TNF, community members, concurring agencies, and members of the Core Team—to coordinate individual agency implementation of the recommendations for fuel modification, public outreach, protection capability, and structural ignitability within the Southern Gila County CWPP WUI, including fuel hazards removal on private lands within the WUI.

2. Improve Protection Capability and Reduction in Structural Ignitability

The Southern Gila County CWPP Core Team considers the risks of wildland fire igniting and spreading throughout the WUI a serious threat. The Core Team and collaborators believe that actions to reduce risk and promote effective responses to wildland fires must be undertaken. The following are recommendations to enhance protection capabilities for at-risk communities within southern Gila County:

- Obtain a medium-size water tender for local use by fire departments and districts; strategically locate additional water-storage tanks, wells, or other water sources for tender filling throughout the fire departments and districts; maintain helicopter landing sites; and update mapping capabilities of local fire departments and districts.
- Encourage fire departments and districts to participate in annual multiagency wildfire safety training before the fire season.
- Encourage subdivisions and communities that are not within a fire department or district to take actions necessary to be annexed by an existing fire district or to establish their own fire department to provide viable fire protection services.
- Obtain a chipper/shredder, tub grinder, air curtain destructor, and other equipment necessary for treatment and processing of vegetative slash for use by local fire departments and districts for wildland fuel mitigation projects.
- Obtain one multipurpose utility vehicle with attachments for chipping, brush cutting, and mini-water tending, such as the Bobcat Toolcat.
- Acquire GIS and GPS (Global Positioning System) software and laptops to update mapping capabilities of local fire departments and districts.
- Arrange for the acquisition, operation, and maintenance of a green-waste disposal site within reasonable proximity to the southern Gila County communities and encourage the use of the

disposal site for all vegetative material removed during wildland fuel treatments on private lands within the WUI.

- Provide enhanced and coordinated firefighting training and equipment, such as personal protective equipment (PPE) and second-generation fire shelters, for newly certified wildland firefighters and volunteer firefighters.
- Develop and maintain mutual-aid agreements with neighboring fire departments or districts for wildland and structural fire response support and other emergency response.
- Meet annually with representatives from APS and SRP to mutually identify locations of needed vegetative treatments within rights-of-way in high-risk areas of the WUI and support the Core Team in obtaining grants and agreements necessary to implement vegetative fuel reduction projects adjacent to rights-of-way.
- Develop a pre-suppression plan with BLM, NPS, and USFS along the boundary of the WUI.
- Develop additional wildland fire preplans for all high-hazard locations across southern Gila County where they have not been adopted.
- Meet annually, immediately before the fire season, to coordinate early suppression deployment and to determine training and equipment needs.

3. Promote Community Involvement and Improved Public Education, Information, and Outreach

GCDEM, BLM, NPS, TNF, ASFD, local fire departments and districts, and the Core Team will continue developing and implementing public outreach programs to help create an informed citizenry. The goal is to have residents support concepts of Firewise or fire-safe landscaping and naturally functioning wildland systems through restoration management and rapid response to wildland fire. The Southern Gila County CWPP is intended to be a long-term strategic instrument containing prescriptive recommendations to address hazardous fuels. A grassroots collaborative structure of individual citizens, supported by local governments as full partners, will provide the most effective long-term means to achieve these goals and to maintain community momentum. The components of such a structure include the following recommendations:

- Assist in implementing a Firewise Communities/USA Recognition program in communities where the program is supported by the local fire departments and districts. The Firewise Communities approach emphasizes community and individual responsibility for safer home construction and design, landscaping, and maintenance. The Core Team will also help identify high-priority communities that would most benefit from a Firewise Communities program.
- Expand the use of current public information tools for fire-safe residential treatments as an immediate action step. This will be accomplished through information mailers to homeowners, presentations by local fire departments and districts, and the development of specific promotional materials by the Core Team.
- Place fire-danger information signs on major access roads throughout the WUI. Community bulletins and other public service announcements concerning wildfire threat and preparedness

should be developed with assistance from ASFD, BLM, NPS, TNF, and southern Gila County fire departments.

- Place and maintain bilingual wildfire caution signs within camping areas and access routes in some areas of the WUI.
- Complete wildfire home assessments through the use of Redzone software, or an equivalent software system, and submit wildfire hazard mitigation strategies to landowners for each private property assessed within highest-risk communities.
- Replace and maintain fencing adjacent to high-use and illegal off-road-vehicle use areas within or adjacent to the WUI.

4. Encourage Use of Woody Material from WUI Fuel Mitigation Programs

The Core Team and their collaborators will continue to support and promote private contractors who perform Firewise or fire-safe mitigation work. The County will continue to support and promote new businesses involved in the wildland fuel reduction market. GCDEM, NPS, TNF, BLM, and local fire departments and districts are committed to encouraging, as appropriate, the use of vegetative by-products from the WUI fuel management program for use by commercial entities or community service organizations. Possible by-product uses encouraged by the Core Team include the following:

- Bagged mesquite wood for sale to visitors and larger community markets as “campfire cooking” for commercial or personal culinary uses
- Firewood marketed to local residents, visitors, and adjacent communities
- Mesquite, pinyon, and juniper wood marketed for artwork, furniture, and other specialty wood products

IV. SOUTHERN GILA COUNTY CWPP PRIORITIES: ACTION RECOMMENDATIONS AND IMPLEMENTATION

The Core Team has developed action recommendations (see Section III of this CWPP) necessary to meet Southern Gila County CWPP objectives. A series of recommendations that will reduce structural ignitability, improve fire prevention and suppression, and enhance public outreach have also been developed by the Core Team.

To meet Southern Gila County CWPP objectives, the Core Team developed the following action recommendations. At the end of each year, projects implemented from these action recommendations will be monitored for effectiveness of meeting Southern Gila County CWPP objectives. For the life of the Southern Gila County CWPP, recommendations for additional projects will be made for each future year on the basis of project performance from previous implemented projects.

A. Administrative Oversight

Generally, the most efficient way to manage the mitigation of wildland fire threat in the WUI is through identifying, delegating, implementing, and monitoring the action recommendations of the Southern Gila County CWPP. Establishing a unified effort to collaboratively implement the Southern Gila County CWPP embraces adaptive management principles that enhance decision making and reduces inconsistency at all levels of government.

The Core Team recommends the establishment of a Southern Gila County Community CWPP Working Group to work with the Core Team and concurring agencies to accomplish the recommendations for outreach and structural ignitability within the southern Gila County CWPP WUI area, which include fuel hazards removal on private lands within the WUI. The CWPP Working Group should consist of representatives from local fire departments and districts and, as needed, representatives from GCDEM, ASFD, ASLD, TNF, NPS, BLM, and other concurring agencies. The Core Team may solicit communities that are not serviced by a fire department or district, as well as other interested individuals or agencies, to participate in the CWPP Working Group. GCDEM will be the lead agency responsible for coordinating the CWPP Working Group and producing monitoring reports and any updates to the CWPP.

The CWPP Working Group will prioritize wildland fuel modification, structural ignitability, protection capability, and public outreach projects listed in the approved Southern Gila County CWPP, and will review these priority recommendations for possible reprioritization. Fuel modification and community planning and outreach will be prioritized by the CWPP Working Group as a whole; other projects involving firefighter training, equipment, communications, facilities, and apparatus will be recommended by the fire chiefs from southern Gila County or their representatives in the CWPP Working Group.

The CWPP Working Group is expected to be an advocate for and provide support to fire departments and districts or other agencies in the submittal of grant applications and the solicitation of other funding opportunities to implement wildland fuel modification, structural ignitability, protection capability, and public outreach projects established as priorities by the CWPP Working Group. Additionally, individual agencies and fire departments and districts will be able to seek letters of support from the CWPP Working Group or

partner agencies in applying for funding to implement projects identified as priorities by the CWPP Working Group.

The CWPP Working Group will also compile monitoring and reporting documents from cooperating agencies to provide information on additional measures necessary to meet Southern Gila County CWPP goals, including additional future recommendations from fire departments and districts and other agencies for inclusion in the priorities list. The CWPP Working Group may also act as an advisory group to the Gila County Planning and Zoning Department and to developers in outlying areas to ensure adequate public safety access and to provide vegetation mitigation and landscaping recommendations, water supplies for emergency services, and recommendations for establishing and funding fire services and equipment in residential and commercial developments.

The following general criteria will be used for prioritizing proposed projects and action items:

1. Geographic/fuel-load/residential density:
 - a. In any given year, the CWPP Working Group will evaluate countywide weather, vegetation, and fuel-load conditions and projections, as well as current residential and commercial densities, to determine short-term priority adjustments for projects in all WUI areas of the county for that year.
 - b. In any given year, the CWPP Working Group will evaluate the progress of new developments and increasing residential and commercial densities to determine potential needs and priorities within the WUI for the next 3 years following that given year.
2. Categorical/functional criteria—priorities will generally be established as listed below; these priorities are subject to review and change by the CWPP Working Group on an ongoing basis:
 - a. Fuel modification projects (projects in the WUIs listed in Table 4.1 that are within the jurisdictions of fire departments and districts, TNF, BLM, NPS, or ASFD will have first priority)
 - b. Enhanced wildland firefighter training and acquisition of personal protection equipment (PPE)
 - c. Wildland-fire suppression equipment and tools, including brush engines and tenders
 - d. Water-storage sites and supply facilities
 - e. Community planning and outreach activities, including warning signs/systems and identification and improvement of evacuation routes
 - f. Helicopter landing pads for firefighter deployment or evacuation
 - g. Fire stations in areas with sufficiently high threat and population densities as determined annually by the CWPP Working Group
 - h. Annexation of communities with no fire protection services by an existing fire district
 - i. Other communications projects

The agencies involved in the formation of this plan support local community efforts and will work with the communities as needed to accomplish action items. BLM, TNF, NPS, ASFD, GCDem, and fire departments and districts will coordinate fuel mitigation projects on state, public, and forest lands, and also within SRP and APS utility corridors adjacent to private lands, within the WUI in cooperation with the future-established CWPP Working Group. The Core Team and the proposed CWPP Working Group will be responsible for submitting grants and soliciting other opportunities to implement wildland fuel mitigation

projects on private lands and to support public information, education, and outreach within the WUI. Successful award of grant funds will be used to implement the action recommendations for private land treatments, mitigation features for reduced structural ignitability, firefighting response, and public outreach. BLM, TNF, NPS, ASFD, GCDEM, fire departments and districts, and the Core Team will pursue funding to construct and maintain firebreaks as well as broader applications of wildland fuel mitigation projects within the WUI. Monitoring and reporting compiled by the CWPP Working Group will provide information on additional measures necessary to meet Southern Gila County CWPP goals.

B. Priorities for Mitigation of Hazardous Wildland Fuels

Table 4.1 displays the priority for constructing firebreaks and landscape wildland fuel treatments within the WUI as recommended by the Core Team. These action recommendations will reduce wildfire potential to the communities and have high valuations for reducing wildland fire risk. The Core Team recognizes that not all acres within a high-risk landscape can be treated. Site-specific analysis will determine treatment acres and methods that produce a fire-resilient vegetative stand appropriate for the habitat.

C. Identified Action Items for Protection Capability and Reduced Structural Ignitability

The Core Team and collaborators will evaluate; maintain; and, where necessary, upgrade community wildfire preparation and response facilities, capabilities, and equipment. Table 4.2 lists the identified action items proposed by the Core Team for consideration by individual fire departments and districts for reduced structural ignitability and public outreach within their respective jurisdictions. Table 4.3 lists the future recommendations for wildland fire protection and reduced ignitability.

After the ASFD's final approval of the Southern Gila County CWPP, the CWPP Working Group will meet to prioritize projects for the upcoming year and, thereafter, at least annually to reevaluate projects and reallocate priorities as needed. Such countywide prioritization will not impinge on or interfere with the fire departments' and districts' rights to independently seek funding for projects within their jurisdictions without CWPP Working Group support.

Table 4.1. Action recommendations for wildland fuel modification

Management area	Location and description	Project partner	Estimated treatment cost ^a
NR1	Private lands in the vicinity of Nail Ranch with buffer	GCDEM and TNF	1,659 high-risk acres, 30% of lands to be treated over 3 years estimated to be 553 acres/year in FY 2012–15 = \$387,0.00/year Cost estimated to average \$700.00/acre on federal, ASLD, and private lands
TW1	Lands along US 60 to the south of the community of Top of the World	GCDEM, ASFD, and TNF	618 high-risk acres, 30% of lands to be treated over 3 years estimated to be 206 acres/year in FY 2012–15 = \$144,200.00/year Cost estimated to average \$700.00/acre on federal, ASLD, and private lands

Section IV. Action Recommendations and Implementation

G1	City of Globe south of US 60 and west of SR 77, including the area of Pinal Peak	GCDEM, TNF, Globe Fire Department, and Canyon Fire District	1,904 high-risk acres, 30% of lands to be treated over 3 years estimated to be 635 acres/year in FY 2012–15 = \$444,270.00/year Cost estimated to average \$700.00/acre on federal, ASLD, and private lands
TB1	Area east of SR 188 east of the community of Tonto Basin/Roosevelt	GCDEM, TNF, and Tonto Basin Fire District	1,793 high-risk acres, 30% of lands to be treated (riparian acres) over 3 years estimated to be 538 acres/year in FY 2011–14 = \$376,600.00/year Cost estimated to average \$700.00/acre on tribal lands
EC1	Private lands in the vicinity of El Capitan Canyon adjacent to SR 77 north of Dripping Springs and south of Globe with buffer	GCDEM, ASFD, and BLM	8,994 high-risk acres, 30% of lands to be treated (riparian acres) over 3 years estimated to be 3,000 acres/year in FY 2011–14 = \$209,860.00/year Cost estimated to average \$700.00/acre on private lands
CP1	Community of Claypool and Tri-City Fire Department boundary, especially adjacent to SR 88 north of Claypool and south of Salt River Peak with buffer	GCDEM, Tri-City Fire Department, and TNF	3,038 high-risk acres, 30% of lands to be treated (riparian acres) over 3 years estimated to be 1,012 acres/year in FY 2011–14 = \$708,890,000.00/year Cost estimated to average \$700.00/acre on private lands
Firebreak maintenance	1- to 2-year rotating maintenance of fine and light fuels in Firebreaks NR1, TW1, G1, TB1, EC1, and CP1	ASLD, ASFD, TNF, GCDEM, and participating fire departments and districts	500 acres/year of light understory fuel treatments in excess of 4 acres treated/10-hour day at \$830.00/day = \$415,000.00/year

Note: ASFD = Arizona State Forestry Division; ASLD = Arizona State Land Department; CP = Claypool; EC = El Capitan; FY = fiscal year; G = Globe; GCDEM = Gila County Department of Emergency Management and Public Health Preparedness; NR = Nail Ranch; SR = state route; TB = Tonto Basin; TNF = Tonto National Forest; TW = Top of the World; US = US highway.

^a Total acres to be treated during the life of the plan; one-third of acres estimated to be treated based on site-specific analysis, which will determine actual acres available for treatment in each area.

Table 4.2. Action recommendations for structural ignitability and public outreach

Project partner	Project^a	Specific recommendation	Estimated cost	Timeline
GCDEM and southern Gila County fire departments and districts	E1 —Wildland Fire Protection and Reduced Ignitability	Purchase one Type 3 fire engine	New acquisition with standard equipment: \$320,000.00	Begin grant applications in 2012; purchase in 2015
GCDEM and southern Gila County fire departments and districts	E1 —Wildland Fire Protection and Reduced Ignitability	Purchase one Type 6 fire engine	New acquisition with standard equipment: \$131,000.00	Begin grant applications in 2012/2013; purchase in 2014/2015
GCDEM, TNF, NPS, ASFD, ASLD, and associated fire departments and districts	A1 —Wildland Fire Protection and Reduced Ignitability	Construct a series of 5,000-gallon water-storage facilities located strategically throughout residential areas	Install water-storage facilities/year: \$5,000.00/facility	Locate and install one water-storage facility in 2014
GCDEM and associated fire departments and districts	A2 —Enhanced Public Education, Information, and Outreach	Wildfire public education brochures	Produce and publish community-specific wildfire informational brochures	Begin grant applications in 2011; continue on an ongoing basis starting in 2011
GCDEM, TNF, ASFD, ASLD, and associated fire departments and districts	A2 —Enhanced Public Education, Information, and Outreach	Work with land agencies for the acquisition, operation, and maintenance of a green-waste disposal site within reasonable proximity to community	Locate and coordinate with land management agency; excavate pit and fence: \$20,000.00	Begin planning with agencies in FY 2011/12; implement in FY 2012/13
	A3 —Enhanced Public Education, Information, and Outreach	Create fire-safety and fire-awareness posters for public places	Development, printing, and distribution costs: \$5,000.00	Solicit funds for production and printing in 2012; publish and post in 2012

Note: ASFD = Arizona State Forestry Division; ASLD = Arizona State Land Department; FY = fiscal year; GCDEM = Gila County Department of Emergency Management and Public Health Preparedness; NPS = National Park Service; TNF = Tonto National Forest.

^a Projects are designated by project type (E = equipment; A = administrative) but not ranked in order of importance.

Table 4.3. Future recommendations for wildland fire protection and reduced ignitability

Project partner	Project ^a	Equipment/expense	Timeline
GCDEM, ASFD, TNF, BLM, and associated fire departments and districts	E5 —Obtain a medium-size water tender to better traverse rural landscape than larger units	1,500-gallon water tenders, 4-wheel drive: \$185,000.00	Acquire tender in FY 2013/14; assess additional tender needs in FY 2014/15
GCDEM, ASFD, TNF, NPS, BLM, and associated fire departments and districts	A5 —Work with Gila County to develop a notification and evacuation plan for the community	Staff time, coordination efforts, research, and meetings: \$5,000.00	Begin planning in FY 2013/14; implement in FY 2014
GCDEM, ASFD, TNF, BLM, APS, SRP, and associated fire departments and districts	A6 —Work with SRP and APS on vegetative management treatments within and adjacent to utility corridors where opportunities exist on private lands	Staff time, coordination efforts, research, and meetings: \$5,000.00	Begin planning in FY 2013/14; implement in FY 2014

Note: APS = Arizona Public Service; ASFD = Arizona State Forestry Division; BLM = Bureau of Land Management; FY = fiscal year; GCDEM = Gila County Department of Emergency Management and Public Health Preparedness; NPS = National Park Service; SRP = Salt River Project; TNF = Tonto National Forest.

^a Projects are designated by project type (E = equipment; A = administrative) but not ranked in order of importance.

D. Priorities for Promoting Community Involvement through Education, Information, and Outreach

The GCDEM and the Core Team will implement public outreach and education programs for residents to heighten awareness and understanding of the threat that wildland fire poses to the communities.

Table 4.4 lists the Core Team's priority recommendations for promoting community involvement. Additional programs that could be used or developed to enhance community outreach and education may be implemented in the future. The Core Team will use the resources of the ASFD, TNF, NPS, and BLM for additional public education programs and community outreach. Community bulletins and other public service announcements concerning wildfire threat and preparedness should be developed with assistance from local fire departments and districts, ASFD, TNF, NPS and BLM.

Table 4.4. Future recommendations for enhanced public education, information, and outreach

Project partner	Project^a	Equipment/expense	Timeline
GCDEM, TNF, BLM, NPS, ASFD, and associated fire departments and districts	A7 —Establish and maintain roadside fire-danger warning signs and other informational and directional road signs along major roads as determined by the CWPP Working Group	Construction and placement: \$5,000.00	Construct and implement in FY 2013/14
	A8 —Create and distribute community bulletins	Development, printing, and distribution costs: \$5,000.00	Develop in FY 2012; distribute continually
	I2 —Acquire Redzone, or equivalent software, and field data recorders or PDAs to complete home fire assessments and implement fire-safe recommendations	Software and data recorder: \$1,300.00 Assessment completion: \$2,000.00	Acquire software and complete assessments in FY 2012/13; implement recommendations in FY 2013
	I3 —Encourage private businesses that perform Firewise land treatments; encourage market development of WUI by-products from vegetative fuel mitigation programs	Marketing plan to be developed	Initiate community marketing planning meetings in FY 2012
	I4 —Replace and maintain fencing adjacent to high OHV use areas	Assess in 2012; initial plan for 1 mile of new or repaired fencing	Estimate \$6,000.00m per mile of standard 4-wire fencing

Note: ASFD = Arizona State Forestry Division; BLM = Bureau of Land Management; CWPP = community wildfire protection plan; GCDEM = Gila County Department of Emergency Management and Public Health Preparedness; NPS = National Park Service; FY = fiscal year; OHV = off-highway vehicle; PDA = personal digital assistant; TNF = Tonto National Forest; WUI = wildland-urban interface.

^a Projects are designated by project type (A = administrative; I = infrastructure) but not ranked in order of importance.

V. MONITORING PLAN

Monitoring is essential to ensure that Southern Gila County CWPP goals are met. The Southern Gila County CWPP Core Team, local fire departments and districts, GCDEM, ASFD, TNF, NPS, and BLM will actively monitor the progress of the Southern Gila County CWPP action recommendations to determine the effectiveness of ongoing and completed projects in meeting Southern Gila County CWPP objectives, as well as to recommend future projects necessary to meet Southern Gila County CWPP goals.

In accordance with Section 102.g.5 of HFRA, Southern Gila County CWPP communities will participate in any multiparty monitoring program established by state and federal agencies, or other interested parties, to assess progress toward meeting Southern Gila County CWPP objectives. The Core Team believes that participation in multiparty monitoring will provide effective and meaningful ecological and socioeconomic feedback on landscape and site-specific fuel reduction projects and watershed enhancements and will also help BLM, TNF, NPS, ASFD, ASLD, GCDEM, southern Gila County municipalities, and fire departments and districts with future land management planning.

This section details the performance measures that will be used to assess the effectiveness of implementing the Southern Gila County CWPP action recommendations. Monitoring will include assessing and evaluating the implementation of individual Southern Gila County CWPP projects and a given project's effectiveness in furthering Southern Gila County CWPP objectives.

A. Administrative Oversight, Monitoring, and Southern Gila County CWPP Reporting

The CWPP Working Group—composed of southern Gila County fire chiefs, GCDEM, TNF, ASFD, ASLD, NPS, BLM, and other future-identified interested individuals and agencies requested to participate in the CWPP Working Group by the Core Team—will be mutually responsible for implementing and monitoring the Southern Gila County CWPP action recommendations in coordination with a future-established CWPP Working Group. The CWPP Working Group should identify appropriate grant and other funding mechanisms necessary to implement the action recommendations of the Southern Gila County CWPP. Grant information should be routinely searched to identify updated grant application cycles. The following is a list of federal, state, and nongovernmental Web sites that provide updated information about grant application cycles:

Federal

- www.fs.fed.us/r3
- www.fs.fed.us/r3/partnerships/
- www.fireplan.gov
- www.firegrantsupport.com
- www.az.nrcs.usda.gov
- www.blm.gov/az
- www.firewise.org
- www.ncwg.gov

State

- www.azsf.az.gov
- www.azgfd.gov
- www.cals.arizona.edu/firewise
- www.southwestareagrants.org

Nongovernmental

- www.iwjv.org
- www.sonoran.org
- www.iafc.org

As needed, GCDEM, in coordination with the future-established CWPP Working Group, will produce a report detailing implementation of Southern Gila County CWPP projects and overall progress toward meeting Southern Gila County CWPP goals. The CWPP Working Group should report successful grant awards received for implementing the Southern Gila County CWPP action recommendations to the Southern Gila County CWPP signatories. The CWPP Working Group's report will also include recommendations to the signatories for updating the Community Mitigation Plan and the Prevention and Loss Mitigation Plan portions of the Southern Gila County CWPP, through the use of the principles of adaptive management. This information will ensure timely decision making for all levels of government and will provide input necessary for developing future work plans and for prioritizing project recommendations over the life of the Southern Gila County CWPP. Appendix A provides information on the data used in the analysis of the Gila County CWPP and the appropriate contacts for updating the Southern Gila County CWPP. Once the Southern Gila County CWPP is updated, it will be submitted to GCDEM, ASFD, all cooperating fire departments and districts, municipal governments, SRP, APS, TNF, NPS, and BLM for their concurrence. Once concurrence is achieved, the action recommendations of the revised Southern Gila County CWPP are to be forwarded for funding through HFRA and other appropriate funding sources.

B. Effectiveness Monitoring

Table 5.1 outlines the performance measures that the CWPP Working Group will use to assess Southern Gila County CWPP performance against goals for the fiscal year. In addition to monitoring the listed performance measures, the CWPP Working Group should assess the current status of wildland fuel hazards and look for any new or developing issues not covered by the Southern Gila County CWPP. As new issues arise, such as new invasive-species infestations, further risks and recommendations for treatment should be identified, and the CWPP should be revised as necessary to meet Southern Gila County CWPP goals. To help track fuel treatments planned and completed through local, state, and federal programs, the CWPP Working Group will provide requested detailed mapping information to the ASFD.

Table 5.1. Performance measures to assess Southern Gila County CWPP progress

Goal	Performance measure
Improve fire prevention and suppression	<p>Reduction of wildland fire occurrence and acres burned (unplanned) in the WUI:</p> <ul style="list-style-type: none"> • Green-waste disposal sites available in high-risk communities. • Type 3 fire engine acquired. • Type 6 brush truck acquired. • Effectiveness monitoring of fire prevention and suppression will include the following: <ul style="list-style-type: none"> • Acres burned and degree of severity of wildland fire • Percentage of wildland fire controlled on initial attack • Number of homes and structures lost to wildland fire • New water sources developed in key areas. • Consistent fire training in use. • Wildland firefighter PPE acquired as needed.
Reduce hazardous vegetative fuels	<p>Effective treatment of high-risk areas by acre:</p> <ul style="list-style-type: none"> • Number of treated acres of nonfederal WUI lands in Condition Class 2 or 3 are identified as high priorities by the Southern Gila County CWPP and should be moved to Condition Class 1 or another acceptable level of wildland fuel loading and continuity. • Acres treated to acceptable fuel levels within priority treatment management areas. • Total acres treated through any fuel-reduction measures, including prescribed fire, that are conducted in, or adjacent to, the WUI. The change of condition class should be determined for small projects or treatment areas through the use of the LANDFIRE database
Restore watershed health	<p>Acres of fuel reduction or watershed enhancement treatments that meet restoration treatment guidelines for riparian habitats:</p> <ul style="list-style-type: none"> • Coordination with and support of GCDEM, ASFD, ASLD, TNF, NPS, and BLM in implementing and determining social, economic, and environmental effects of riparian restoration treatments (Treatments 6 and 9, see Table 3.1 in mitigation plan). • Acres of saltcedar-invaded riparian areas identified and undergoing restoration treatments.
Promote community involvement	<p>Initiation of public outreach programs:</p> <ul style="list-style-type: none"> • Countywide community CWPP Working Group initiated. • Public outreach programs and promotions implemented to enhance volunteer efforts to reduce hazardous fuels. • Number and areas (community or dispersed residents) of private landowners supporting and implementing fuel reduction projects. • GCDEM and local fire departments and districts developed and implemented evacuation plans for identified high-risk areas. • Roadside fire-danger warning signs in English and Spanish installed at strategic points within the WUI. • Fire-awareness articles printed in local newspapers. • Fire-safety awareness program, posters, and information available in public places.
Encourage economic development	<p>Wood-products industry growth and diversification to use all sizes of material removed by fuel reduction treatments:</p> <ul style="list-style-type: none"> • Number of value-added wood products developed by the community. • Number of new markets (local firewood sales) for local products created.

Note: ASFD = Arizona State Forestry Division; ASLD = Arizona State Land Department; BLM = Bureau of Land Management; CWPP = community wildfire protection plan; GCDEM = Gila County Department of Emergency Management and Public Health Preparedness; NPS = National Park Service; PPE = personal protection equipment; TNF = Tonto National Forest; WUI = wildland-urban interface.

VI. DECLARATION OF AGREEMENT AND CONCURRENCE

The following partners in the development of the Southern Gila County Community Wildfire Protection Plan have reviewed and do mutually agree or concur with its contents:

Agreement

Gila County Board of Supervisors

Date

City of Globe

Date

City of Miami

Date

City of Winkelman

Date

City of Hayden

Date

Arizona Public Service Company

Date

Salt River Project

Date

Chief, Globe Fire Department

Date

Chief, Canyon Fire Department

Date

Chief, Tri-City Fire Department

Date

Chief, Miami Fire Department

Date

Chief, Hayden Fire Department

Date

Chief, Winkelman Fire Department

Date

Chief, Tonto Basin Fire Department

Date

Chief, Pleasant Valley Fire Department

Date

Concurrence

Arizona State Forester, Arizona State Forestry Division

Date

Gila District Manager, Bureau of Land Management

Date

Forest Supervisor, Tonto National Forest

Date

Superintendent, Tonto National Monument

Date

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APPENDIX A. INFORMATION DATA SHEET AND CONTACTS

All final-analysis GIS data—including flammability analysis, fuel hazards analysis, ignition history and density, community values analysis, cumulative risk analysis, treatment management units, and areas of elevated concern—are located at the Gila County Department of Emergency Management and at Logan Simpson Design Inc.

A.1. CWPP Base Information Data Source

Name	Type	Source	Contact Information
Wildland Fuel Hazards	Shapefile	Logan Simpson Design Inc.	Chris Thompson (480) 967-1343; cthompson@logansimpson.com
Wildland-Urban Interface (WUI)	Shapefile	Logan Simpson Design Inc.	Chris Thompson (480) 967-1343; cthompson@logansimpson.com
Vegetation Zones	Raster	Southwest Regional Gap Analysis Project (USGS 2005)	http://earth.gis.usu.edu/swgap/
Landownership	Shapefile	Arizona State Land Department, Land Resources Information System (20071029)	Gary Irish (602) 542-2605
Ignition History	Shapefile	Bureau of Land Management	http://wildfire.cr.usgs.gov/firehistory/

A.2. Southern Gila County CWPP Contacts

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Chris Thompson

Senior GIS Analyst
Logan Simpson Design Inc.
51 W. Third Street, Suite 450
Tempe, AZ 85281
(480) 967-1343
cthompson@logansimpson.com

APPENDIX B. NATIONAL FIRE DANGER RATING SYSTEM FUEL MODEL SELECTION KEY

I. Mosses, lichens, and low shrubs predominate ground fuels

- A. Overstory of conifers occupies more than one-third of the site

Model Q

- B. No overstory, or it occupies less than one-third of the site

Model S

II. Marsh grasses and/or reeds predominate

Model N

III. Grasses and/or forbs predominate

- A. Open overstory of conifer and/or hardwoods

Model C

- B. No overstory

1. Woody shrubs occupy more than one-third but less than two-thirds of the site

Model T

2. Woody shrubs occupy less than two-thirds of the site

- a. Grasses and forbs are primarily annuals

Model A

- b. Grasses and forbs are primarily perennials

Model L

IV. Brush, shrubs, tree reproduction, or dwarf tree species predominate

- A. Average height of woody plants is 6 feet or greater

1. Woody plants occupy two-thirds or more of the site

- a. One-fourth or more of the woody foliage is dead

- (1) Mixed California chaparral

Model B

- (2) Other types of brush

Model F

- b. Up to one-fourth of the woody foliage is dead

Model Q

- c. Little dead foliage

Model O

2. Woody plants occupy less than two-thirds of the site

Model F

- B. Average height of woody plants is less than 6 feet

1. Woody plants occupy two-thirds or more of the site

- a. Western United States

Model F

- b. Eastern United States

Model O

2. Woody plants occupy less than two-thirds but greater than one-third of the site

- a. Western United States

Model T

- b. Eastern United States

Model D

3. Woody plants occupy less than one-third of the site

- a. Grasses and forbs are primarily annuals

Model A

- b. Grasses and forbs are primarily perennials

Model L

V. Trees predominate

- A. Deciduous broadleaf species predominate

1. Area has been thinned or partially cut, leaving slash as the major fuel component

Model K

2. Area has not been thinned or partially cut

- a. Overstory is dormant; leaves have fallen

Model E

- b. Overstory is in full leaf

Model R

- B. Conifer species predominate

1. Lichens, mosses, and low shrubs dominate as understory fuels

Model Q

2. Grasses and forbs are the primary ground fuel

Model C

3. Woody shrubs and/or reproduction dominate as understory fuels

- a. Understory burns readily

(1) Western United States

Model T

(2) Eastern United States

(a) Understory is more than 6 feet tall

Model O

(b) Understory is less than 6 feet tall

Model D

b. Understory seldom burns

Model H

4. Duff and litter, branch wood, and tree boles are the primary ground fuel

a. Overstory is over mature and decadent; heavy accumulation of dead debris

Model G

b. Overstory is not decadent; only a nominal accumulation of debris

(1) Needles are 2 or more inches long (most pines)

(a) Eastern United States

Model P

(b) Western United States

Model U

(2) Needles are less than 2 inches long

Model H

VI. Slash predominates

A. Foliage is still attached; little settling

1. Loading is 25 tons/acre or greater

Model I

2. Loading is less than 25 tons/acre but greater than 15 tons/acre

Model J

3. Loading is less than 15 tons/acre

Model K

B. Settling is evident; foliage is falling off; grasses, forbs and shrubs are invading

1. Loading is 25 tons/acre or greater

Model J

2. Loading is less than 25 tons/acre

Model K

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Chief, Globe Fire Department

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Chief, Canyon Fire Department

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Chief, Tri-City Fire Department

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Chief, Miami Fire Department

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2/23/11

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Arizona Public Service Company

Date

Salt River Project

Date

Chief, Globe Fire Department

Date

Chief, Canyon Fire Department

Date

Chief, Tri-City Fire Department

Date

Chief, Miami Fire Department

Date

Chief, Hayden Fire Department

Date

31 Mar 11

1-3-2011

3/30/11

3/9/11

2/23/11

2-23-11

4-4-11

VI. Declaration of Agreement and Concurrence

The following partners in the development of the Southern Gila County Community Wildfire Protection Plan have reviewed and do mutually agree or concur with its contents:

Agreement


Chief of Winkelman Fire Department

4-5-11
Date

Section VI. Declaration of Agreement and Concurrence

Chief, Winkelman Fire Department

Completed

Date

Chief, Tonto Basin Fire Department

10/24/11

Date

Chief, Pleasant Valley Fire Department

Completed

Date

Concurrence

Arizona State Forester, Arizona State Forestry Division

Date

Tom Dabbs

Gila District Manager, Bureau of Land Management

Jan 11, 2011

Date

Forest Supervisor, Tonto National Forest

Date

Superintendent, Tonto National Monument

Date

Section VI. Declaration of Agreement and Concurrence

Chief, Winkelman Fire Department

Completed 

Date

Chief, Tonto Basin Fire Department

Date

Chief, Pleasant Valley Fire Department

Date

Concurrence

Arizona State Forester, Arizona State Forestry Division

Date

Gila District Manager, Bureau of Land Management

Date

Forest Supervisor, Tonto National Forest

Date

Superintendent, Tonto National Monument

Date

ARF-1212

Regular Agenda Item 2- C

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director

Submitted By: Sarah White, Executive Administrative Assistant, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Administration

Fiscal Year: 2012-2013 Budgeted?: No

Contract Dates April 2012 through April 2013 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Presenter's Name: Michael O'Driscoll

Information

Request/Subject

Public Health Accreditation Intergovernmental Agreement ADHS12-020644 between Arizona Department of Health Services and Gila County Health Services.

Background Information

The Arizona Department of Health Services (ADHS) and the Gila County Health & Emergency Services Division are committed to achieving accreditation through the voluntary Public Health Accreditation Board (PHAB). The accreditation process focuses on improving public health services and outcomes by implementing Quality Improvement (QI) practices. In 2011, ADHS updated its Strategic Plan to include the first PHAB prerequisite of Public Health Accreditation, conducting a Community Health Assessment and Health Improvement Plan. In 2012, the Arizona Department of Health Services will begin to focus on conducting a comprehensive Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) for each county. The ADHS has made \$40,000 available to Gila County to assist in conducting the Community Health Assessment and Community Health Improvement Plan. An additional \$5,000 will be made available to Gila County after completing the CHA and CHIP to support Gila County Health & Emergency Services crafting and producing a strategic plan.

Evaluation

The Arizona Department of Health Services (ADHS) has available funds in the amount of \$40,000 to promote and assist Gila County with the Community Health Assessment (CHA) and the Community Health Improvement Plan (CHIP) and an additional \$5,000 to craft and produce a strategic plan. With funding from ADHS, this initiative is intended to expedite the process for Gila County by providing an opportunity to conduct a CHA and CHIP that can be used to satisfy measures for the Public Health Accreditation for the State and for Gila County.

Conclusion

The Arizona Department of Health Services (ADHS) has available funds in the amount of \$40,000 to promote and assist Gila County with the Community Health Assessment (CHA) and the Community Health Improvement Plan (CHIP). The CHA and CHIP are important components in fulfilling the first standard requirement for Public Health Accreditation. An additional \$5,000 will be made available upon completing the CHA and CHIP for assistance in creating a strategic plan for the Gila County Health & Emergency Services Division.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve Intergovernmental Agreement No. ADHS12-020644 between the State of Arizona Department of Health Services and Gila County Health Services to assist Gila County in completing a Community Health Assessment and Community Health Improvement Plan in the amount of \$40,000 and an additional \$5,000 to assist in the creation of a strategic plan for a period of one year beginning April 2012, and terminating April 2013.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS12-020644) between the State of Arizona Department of Health Services and Gila County Health Services to assist Gila County in completing a Community Health Assessment and Community Health Improvement Plan in the amount of \$40,000 and an additional \$5,000 to assist in the creation of strategic plan for the Gila County Health & Emergency Services Division for a period of one year beginning April 2012, and terminating April 2013. **(Michael O'Driscoll)**

Attachments

Intergovernmental Agreement ADHS12-020644

Legal Explanation



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-020644

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Public Health Accreditation

Begin Date: 4/16/12

Geographic Service Area: Arizona

Termination Date: 4/30/13

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

☒ Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
☐ Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
☐ School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
☐ City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
☐ City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No: _____</p> <p>Tax License No: _____</p> <p>Contractor Name: Gila County Health Department</p> <p>Address: 1400 East Ash Globe, AZ 85501</p>	<p>FOR CLARIFICATION, CONTACT:</p> <p>Name: <u>Michael O'Driscoll</u></p> <p>Phone: <u>928-402-8761</u></p> <p>FAX No: <u>928-425-7714</u></p>
<p>CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p>This Contract shall henceforth be referred to as Contract No. <u>ADHS12-020644</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract</p> <p>State of Arizona</p> <p>Signed this _____ day of _____, 2012</p> <p>Procurement Officer _____</p>
<p>CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p>RESERVED FOR USE BY THE SECRETARY OF STATE</p> <p>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</p>
<p>Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General</p> <p>The Attorney General, BY:</p> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>	

Contract Number	INTERGOVERNMENTAL AGREEMENT
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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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2. **Contract Type.**

This Contract shall be:

 X Fixed Price

3 **Contract Interpretation.**

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4 **Contract Administration and Operation.**

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund
- 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
- 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- 4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

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A.R.S. § 23-214, Subsection A.

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5 Costs and Payments

5.1 Payments Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes

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5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7 Risk and Liability

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8 **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State

8.4 Compliance With Applicable Laws The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract

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9.2 Stop Work Order.

9.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract

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13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
 - 15.1 **Paid and Unpaid Personnel** The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 **Costs** The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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A. Background

The Arizona Department of Health Services (ADHS) is committed to achieving accreditation through the voluntary Public Health Accreditation Board (PHAB). The accreditation process focuses on improving public health services and outcomes by implementing Quality Improvement (QI) practices. In response to the accreditation standards, ADHS created the Managing for Excellence Program (MEP) concentrating on the accreditation requirements. In 2011 the Strategic Plan, one (1) of three (3) PHAB prerequisites, was updated. In 2012 ADHS will focus on the remaining two (2) PHAB prerequisites, a comprehensive 'Statewide Community Health Assessment' and the 'State Health Improvement Plan' (SHIP). An important component of the planning process is organizing partnerships across the State, collaborating with County Health Departments, and sharing information gathered from Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP).

ADHS has available funds to promote the implementation of County Health Department CHAs and CHIPs. With funding from ADHS, this initiative is intended to expedite the process for County Health Departments by providing an opportunity to conduct a CHA and CHIP that can be used to satisfy measures for PHAB accreditation for the State and for the County.

B. Objective

Provide support to the County Health Departments in conducting a CHA and a CHIP.

1. The CHA is a collaborative process of collecting and analyzing data and information for use in educating and mobilizing communities, developing priorities, garnering resources and planning actions to improve the population's health. CHA must meet minimum standards as defined in the PHAB Guide to National Public Health Department Accreditation Version 1.0, Domain 1, Standard 1.1: Conduct a Collaborative Process Resulting in a Comprehensive Community Health Assessment.
2. The CHIP is a long-term, systematic plan to address issues identified in the CHA. The purpose of the CHIP is to describe how the health department and the community it services will work together to improve the health of the population. CHIP must meet minimum requirements as defined in the PHAB Guide to National Public Health Department Accreditation Version 1.0, Domain 5, Standard 5.2: Conduct a Comprehensive Planning Process Resulting in a Community Health Improvement Plan.

C. Tasks

The County Health Department:

1. Shall develop a CHA and CHIP implementation plan to include:
 - 1.1. Name and title of the individual fulfilling the leadership role;
 - 1.2. Names, titles and contact information for the assembled CHA or CHIP Team;
 - 1.3. Names, titles and contact information for identified partners and stakeholders;
 - 1.4. The process/model used to conduct the CHA and the CHIP to include:
 - 1.4.1. Justification on the process/model used and how it meets the minimum PHAB accreditation standards requirements.
 - 1.4.2. An outline of the health indicators being assessed with an explanation of why the indicators were chosen.
 - 1.5. Key steps and activities;

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- 1.6. Indicators of success for each key step and/or activity;
- 1.7. Timeline for each key step and/or activity; and
- 1.8. Intention to develop a Strategic Plan under this Contract
2. Shall attend three (3) ADHS trainings on the development and implementation of the CHA, CHIP and Strategic Plan.
3. Shall conduct a CHA and CHIP analysis of findings that includes:
 - 3.1. County profile and demographics,
 - 3.2. Overview of the methodology and approach to the health assessment,
 - 3.3. Documentation of findings, and
 - 3.4. Assessment results
4. **May opt to :**
 - 4.1 Create a comprehensive Strategic Plan for the County Health Department.

D. Approvals

Receive approval from ADHS during the performance of the Contract on the following items:

1. CHA Implementation work plan,
2. CHA Analysis,
3. CHIP Implementation work plan, and
4. Final CHIP Analysis.

E. Resources/Reference Documents

1. The National Association of County and City Health Officials (NACCHO) <http://www.naccho.org/>:
 - 1.1 [Community Health Assessment and Improvement Planning](#)
 - 1.2 <http://www.naccho.org/topics/infrastructure/CHAIP/cha.cfm>
2. Tools to assist in conducting a CHA or CHIP:
 - 2.1 MAPP:
 - 2.1.1 [MAPP Handbook](#)
 - 2.1.2 [Example Workplan for the MAPP process and other MAPP publications](#)
 - 2.2 Connecticut Department of Public Health's [Guide and Template for Comprehensive Health Improvement Planning, Version 2.1](#)
 - 2.3 [Community Health Assessment and Health Reform](#)
3. The Public Health Accreditation Board (PHAB) <http://www.phaboard.org/>

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F. Deliverables

Deliverable	Due Date	Submit To ADHS:
Develop a draft CHA implementation work plan	May 15, 2012	Electronic copy of draft implementation plan & lead person identified
Develop a final CHA implementation work plan	June 15, 2012	Final work plan in electronic format
Conduct the CHA	September 30, 2012	Electronic Copy of the CHA with indicators and sample questionnaire
Analysis of CHA	November 30, 2012	Final report in e-format
Develop draft CHIP implementation work plan And notify ADHS of intent to complete Strategic Plan for county health department	December 30, 2012	Work plan electronic copy & letter of intent to complete strategic plan
Conduct a CHIP and provide analysis of findings	March 30, 2013	Electronic copy of post process evaluation of CHA/CHIP to include documentation of findings, assessment results, graphics
Contractor Expenditure Report (CER) (Attachment A)	Upon completion of contract deliverables on Price Sheet	CER to ADHS

G. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Managing for Excellence Program
Attn: Pragathi Tummala, Acting Performance Improvement Manager
150 N 18th Avenue, Suite 500
Phoenix, Arizona 85007
Telephone: (602) 364-4518
Facsimile: (602) 542-0883
Email: pragathi.tummala@azdhs.gov

2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health Department
Attn: Michael O'Driscoll
1400 East Ash
Globe, AZ 85501
Telephone: 928-402-8761
Facsimile: 928-425-7714
modriscoll@co.gila.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS12-020644	

Deliverable	Due Date	Submit to ADHS:	Amount
Draft CHA implementation plan	May 15, 2012	Electronic copy of implementation plan	\$10,000.00
CHA analysis of findings	September 30, 2012	Electronic copy of post process evaluation of CHA to include documentation of findings, assessment results, graphics	\$10,000.00
CHIP Implementation plan	December 30, 2012	Electronic copy of work plan	\$10,000.00
CHIP Final Analysis	March 30, 2013	Final report summarizing findings	\$10,000.00
Strategic Plan for County Health Department (optional)	March 30, 2013	Electronic Copy of Strategic plan	\$5,000.00
Total			\$45,000.00



GILA COUNTY ATTORNEY

Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1213

Regular Agenda Item 2- D

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director

Submitted By: Sarah White, Executive Administrative Assistant, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Administration

Fiscal Year: 2012 Budgeted?: No

Contract Dates 4/1/2012 to 11/30/2012 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Presenter's Name: Michael O'Driscoll

Information

Request/Subject

Approval to Accept a Grant Award from the Robert Wood Johnson Foundation.

Background Information

On January 24, 2012, the Division of Health and Emergency Services submitted agenda review form 1034 to electronically submit the grant application to the Robert Wood Johnson Foundation in conjunction with the National Network of Public Health Institutes (NNPHI) for funds in the amount of \$5000 to implement a Quality Improvement Project for communicable disease investigations and reporting.

Evaluation

The Division of Health and Emergency Services will complete a quality improvement project to improve our investigation and reporting processes. This project will be completed between April 2012 and November 2012 and will be funded by the grant award in the amount of \$5,000. This program also provided for fifteen hours of individually tailored QI (quality improvement) coaching from an experienced national public health specialist.

Conclusion

By receiving the Board of Supervisors' approval to accept a grant award from the Robert Wood Johnson Foundation, it will provide the Division of Health and Emergency Services an opportunity to apply national standards and methods to make program changes and improvements with the guidance of QI coaching from a national public health specialist.

As per the March 5, 2012, letter from Jennifer McKeever of the NNPHI, over the course of the next month a written contract will be submitted to the Board of Supervisors for approval and signature with an anticipated project start date of April 1, 2012.

Recommendation

The Division of Health and Emergency Services Director recommends that the Board of Supervisors accept the grant award from the Robert Wood Johnson Foundation in the amount of \$5000 to complete a quality improvement project.

Suggested Motion

Information/Discussion/Action to accept a grant award in the amount of \$5,000 from the Robert Wood Johnson Foundation for the Division of Health and Emergency Services to complete a quality improvement project.

(Michael O'Driscoll)

Attachments

QI Acceptance Letter

White, Sarah

Subject: FW: NNPHI QI Award Program

From: myrwjf@rwjf.org [<mailto:myrwjf@rwjf.org>]

Sent: Monday, March 05, 2012 1:39 PM

To: Sartain, JenDean

Subject: NNPHI QI Award Program

Dear :

Thank you for submitting a proposal to the NNPHI QI Award Program, a program being implemented through the Community of Practice for Public Health Improvement (COPPHI). Due to the great interest in COPPHI, we received over 100 proposals. As you might imagine this made the decision process to select the final 30 sites to participate in the program very difficult.

We are pleased to inform you that your proposal has been accepted to participate in the program, and we look forward to working with you over the course of the next year. We'd like to take this opportunity to provide you with some initial information about next steps and ask if you could provide us with some information as well. For your participation in this program, you will be provided with:

- A monetary award of \$5,000 to support costs directly associated with the project.
- 15 hours of individualized technical assistance provided by an experienced public health QI Coach.
- 3-5 webinars/teleconferences for all COPPHI grantees that will provide an opportunity for additional technical assistance and peer-exchange/learning.
- Travel, lodging, and per diem for one person from your health department to attend the June, 2012 Open Forum meeting hosted by NNPHI.

Over the course of the next month, we will be working to execute your contract with an anticipated start date of April 1, 2012. If you could take just a moment to answer the questions in the survey here, it will help us to expedite the contracting process. Although some of this information was provided in your proposal, we'd like to verify that we have the most current details.

Please complete the survey here: https://nnphi.qualtrics.com/SE/?SID=SV_6sBdEHYmCoQq77S.

We are also pleased to inform you that we have successfully compiled a team of QI experts (also selected via a competitive application process) who will be providing you with individualized TA as you implement your QI project. We are presently working with the team to identify the best QI coach to support each of the selected sites and will provide you with the details soon.

Finally, **please save the dates** for two upcoming events:

1. **QI Award Program Kick-Off Web Conference (Friday, April 6 from 1:00-2:30pm ET)**
2. **June 16-17, 2012 COPPHI Open Forum meeting in Portland Oregon.**

Congratulations on your successful proposal! We will be providing additional information soon, but in the meantime, please respond to the questions linked above, save the dates for the kick off web conference and

Open Forum meeting, and do not hesitate to let us know if you have any questions. Welcome to the Community of Practice for Public Health Improvement! We are thrilled to have you join us and are looking forward to working with you.

Sincerely,

Jennifer McKeever
National Network of Public Health Institutes (NNPHI)

ARF-1195

Regular Agenda Item 2- E

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Steve Stratton, Public
Works Division Director

Submitted By: Valrie Bejarano, Contracts Support
Specialist, Finance Department

Department: Public Works Division

Division: Fuel

Fiscal Year: FY 12-13

Budgeted?: Yes

Contract Dates 6-5-12 to 6-4-13

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name: Steve Stratton

Information

Request/Subject

Request to Advertise Invitation for Bids No. 040112-1 for Bulk Fuel and Lubricants

Background Information

The current contract for a supplier to provide for the fuel and lubricant needs of Gila County expires June 3, 2012.

Evaluation

The approval to advertise Invitation for Bids No. 040112-1 will allow suppliers the opportunity to submit proposals to Gila County for the County's fuel and lubricant needs.

Conclusion

The Invitation for Bids for bulk fuel and lubricants will advertise on May 2 and May 9, 2012. Bid due date will be May 18, 2012.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve the advertisement for Invitation for Bids No. 040112-1 for the purchase of bulk fuel and lubricants.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 040112-1 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department. **(Steve Stratton)**

Attachments

Request to Advertise IFB 040112-1 Bulk Fuel & Lubricants

Invitation for Bids 040112-1 Bulk Fuel & Lubricants

SEE GC2-7-111 (ART.1) OF PROCUREMENT PROCEDURES FOR INSTRUCTIONS TO PREPARE THIS FORM

I. IS THIS A CALL FOR BID: X PROPOSAL: DEPARTMENT NAME: Public Works Division

FUNDING SOURCE: FUND NO.: 6860 DEPT NO.: 341 PROGRAM NO.: 527 LOCATION NO.: 000 ACCOUNT NO.: 4110.60 PJCT:

Signed: Steve Stalter Date: 4/10/12 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

(Declaration that the Board of Supervisors approved the award as stated in Section V. of this page)
Tommie C. Martin, Chairman of the Board of Supervisors, Gila County

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



**SOLICITATION NUMBER
040112-1
BULK FUEL AND LUBRICANTS**

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Contract Forms:.....	Attachments "A-I"



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street
Globe, Arizona
85501**

SOLICITATION NUMBER

040112-1

BID DUE DATE: May 18, 2012

TIME: 3:00 PM

DESCRIPTION: BULK FUEL & LUBRICANTS

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement – Guerrero Building
Opening: Board Conference Room #257
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 17, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: May 2 and May 9, 2012

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 12 months with 2 one year renewal options
Phone Number: 928-402-8612

Signed: _____ **Date:** ____/____/____
Tommie C. Martin, Chairman, Board of Supervisors

Signed: _____ **Date:** ____/____/____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SOLICITATION NO. 040112-1**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of this Invitation for Bids to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County.

2. Product Specifications***Gasoline & Oxygenated Fuels***

All gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) 87. The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance.

All oxygenated or blended fuels shall conform to the ASTM D4814 Standard Specifications for the State of Arizona and meet any EPA waivers for oxygenated or blended fuels.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

Diesel Fuel

All diesel fuel shall conform to ASTM D975-02 Standard Specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revisions thereafter, and EPA's Ultra Low Sulfur Diesel (ULSD) fuel standards.

All fuels shall be blended for climatic conditions and local requirements at each delivery site including winter/summer blends.

All fuels shall have a maximum shelf life of one (1) year.

All diesel fuel shall be guaranteed against any damage to equipment resulting from the improper use of the product.

Supplier(s) who agree to provide fuel to designated areas shall be considered for award. All fuel products, as specified, are to be delivered to all Gila County tank locations within a forty-eight (48) hour period from date/time of order.

SOLICITATION NO. 040112-1***Tank Location and Fuel Usage***

Tank locations and sizes are subject to change without notice. Other designated or alternate delivery sites may be necessary in the event of an emergency or major disaster; supplier may make an unscheduled delivery. All tanks are AST (Aboveground Tanks)

Fuel Tank Location	Unleaded Tank (gallons)	Diesel Tank (gallons)	Usage for 2011-2012	Usage for 2011-2012	Estimated Usage for 2012-2013	Estimated Usage for 2012-2013
			Unleaded	Diesel	Unleaded	Diesel
Globe Shop 1001 Besich Blvd. Globe, Arizona 85501	10,000	10,000	0	0	107,400	35,000
Payson Maint. Yard 5324 East Highway 260 Payson, Arizona 85541	4,000	6,000	60,400	42,800	65,000	43,000
Tonto Basin Maint. Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553	3,000	3,000	20,266	12,867	18,500	13,000
Young Maint. Yard Highway 288 Milepost 305 Young, Arizona 85554	2,000	4,000	4,940	8,710	5,000	8,800
Courthouse 1400 E. Ash St., Globe, Arizona 85501	5,000	---	214,800	30,000	107,400	0

Lubricants

All products shall be approved for year round use under all load conditions common to normal fleet operations. All products shall meet or exceed the equipment manufacturer's specification, American Petroleum Institute (API) Service Requirements (latest revision) and shall meet all requirements for manufacturer's warranties as outlined by the manufacturer.

Lubricant specifications packaged as non-bulk, i.e., fifty-five (55) gallon drums will be included but not limited for delivery to Gila County and shall be:

Metered Products:

- Crankcase 15/40
- Crankcase Synthetic 5/20
- HT4-30 & HT4-50
- Gear Lube 80W – 90W multipurpose
- Hydraulic AW68
- ATF (Dexron 3)
- HTR/HYD 560
- Antifreeze

Non-Metered Products:

- Moly 7%
- Grease
- Solvent

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LUBRICANT ESTIMATED USAGE 2012	
Metered Products	Gallons
Crankcase Lubricants (15/40)	400
Crankcase Synthetic (5/20)	1,375
HT 4-30	300
HT 4-50	440
Gear Lube 80W-90W	110
ATF (Dexron 3)	110
HTR/HYD 560	534
Antifreeze LLC Extended Life (Pink)	55
Antifreeze Standard (Green)	110
Non-Metered Products	
Moly 7% Moly Chassis Lub	800
Solvent	55

3. **Bulk Fuel Delivery Ticket**

A delivery ticket which delineates the Contractor's name, address, type of fuel, grade of fuel, and float gauge reading prior to unloading and following unloading, shall be provided at the time of each delivery and left at each fuel site. A copy of the same delivery ticket shall be submitted per instructions on page 11, item 5, invoicing.

4. **Equipment**

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

5. **Contractor Responsibility Concerning Fuel**

- Upon delivery, pump all fuels from containers into the using agency's storage tanks.
- Supply necessary pumps, hoses, etc. to appropriately pump the fuels to the storage tanks.
- Ensure delivery of correct quantities ordered. Any delivery of excess of actual quantities ordered shall be refused.
- Responsible for any damage to equipment resulting from the delivery of fuel and from fuel product.
- Responsible for all spillage, which may occur during transit, loading or unloading operations. Definition of spill is any amount of fuel that can puddle on the ground; also the spill bucket or spill box must be free of debris and fuel at completion of the delivery.
- Immediately report any spillage to the using agency.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

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6. County Responsibility Concerning Fuel

- Ensure access to the fuel locations during normal business hours.
- Make an effort to ensure proper staff is on site when fuel is delivered in order to sign and date fuel delivery tickets.
- The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance. Contractor's failure to meet fuel compliance may be cause for contract cancellation.

SOLICITATION NO. 040112-1**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to waive any immaterial defects or informalities, or reject any or all offers or portions thereof, or reissue an invitation for bid, whichever is deemed to be in the best interest and most advantageous to Gila County.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other bidders who have submitted a bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

SOLICITATION NO. 040112-1**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

SOLICITATION NO. 040112-1**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of A.R.S. §38-511.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

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3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

SOLICITATION NO. 040112-1**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

Arbitration

The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

SOLICITATION NO. 040112-1**SECTION 3
SPECIAL TERMS AND CONDITIONS****1. Term of Contract**

The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension

The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. Changes

The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation

In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing

Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description of items and listing of quantities
- Contractor Name and Address
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

All invoices must clearly outline: type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 040112-1**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Definitions

- O.P.I.S.: A nationwide petroleum information system which monitors and reports fuel prices per gallon, and fluctuations thereto, at each terminal location, on a daily basis.
- O.P.I.S. Price: A fuel price per gallon as reported by O.P.I.S., DTN Energy or equivalent, for a specific terminal location, for a specific day.
- Rack Price: Same as O.P.I.S. Price, i.e., the price of fuel per gallon at a specific terminal location for a specific day.
- Terminal Location: The product distribution site where fuel is made available to the vendor for storage or resale purposes.

8. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

9. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

10. Price Proposal

The contract price for gasoline and diesel fuel shall be the margin price (in cents, to a REQUIRED four decimal places) for each line item, to be added to, or subtracted from, the weekly average rack price for the type of fuel required, as published by the Oil Price Information Service (O.P.I.S.). The price published by O.P.I.S. each Monday shall be in effect for purchases through Saturday of that week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Contract prices shall include all costs required to deliver and unload fuel into the requesting agency's AST storage tank.

No taxes are to be included in the contract prices. Applicable taxes are to be billed as a separate item on invoices.

The choice of O.P.I.S. rack (Arizona or New Mexico) to be used as the contract pricing basis is to be identified on each line item and shall remain consistent for the life of the contract.

- REGIONS: Supplier must service all locations listed in the proposal.
 - Copper Region: Globe, Tonto Basin, Roosevelt
 - Timber Region: Payson, Young

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Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in item no. 10. Negative margins are indicated with less than, more than symbols, or a minus dash. Supplier shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Supplier's or Gila County's discovery of any such price reduction.

11. Price Adjustment

The County may review a fully documented request for a price increase only after the contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit price. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested price increase or an alternate option, is in the best interest of the County.

12. Safety Standards

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards, and the Department of Environmental Quality.

13. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Fuel Management personnel may re-order fuels and lubricants as they become necessary to maintain optimum inventory levels based on the required needs for each site within the County.

14. Delivery

Prices shall be F.O.B. destination to the delivery location designated herein. Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier.

The Board of Supervisors may designate other or alternate delivery sites at any time during the contract. These needs may be based on, but not limited to, seasonal, emergency, historical data.

15. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

SOLICITATION NO. 040112-1**16. Multiple Award**

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

17. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

18. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

19. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

20. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within three (3) calendar days of notification of award and prior to all contract extensions.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.

SOLICITATION NO. 040112-1

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

21. **Licenses, Permits, Certifications, Fees**

Contractor shall at their own expense, possess or obtain, and retain in force without any violations, complaints, or suspension during the term of the contract, all licenses, permits, certifications, or fees, which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the contracted services herein.

SOLICITATION NO. 040112-1**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

SOLICITATION NO. 040112-1

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Offer Acceptance Period

An Offeror submitting an Offer under this solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be on hundred twenty (120). If a best and final offer is requested pursuant to a request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the best and final offer due date.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Contract**Submittal Bid Format**

It is requested that One (1) Original and One (1) Copy (2 TOTAL), Original Signatures on all copies, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

SOLICITATION NO. 040112-1

- C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 040112-1

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of **Two (2) copies, all with original signatures*** shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "BULK FUEL & LUBRICANTS", Bid No., "040112-1", Date "MAY 18, 2012", and Time "3:00 PM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

**OFFER AND CONTRACT AWARD**

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 040112-1**OFFER****TO GILA COUNTY:**

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: _____

Federal Employer Identification

No.: _____

For clarification of this offer, contact:

Printed Name

Offeror's (Company) Name

Email Address

Address

Company Email Address

City State Zip

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 040112-1

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Date: _____

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard, Chief Deputy Clerk of the Board

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award. The information may or may not be a determining factor in award.

Bulk Fuel & Lubricant

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. **Current Arizona Contractor License Number:** _____
(If Applicable)

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Contractor Name: _____ Number: _____

Indicate choice of O.P.I.S. Rack Location:

☐ Phoenix

☐ Tucson

(Location shall remain consistent for the life of the contract)

BULK FUEL

Tank Location	O.P.I.S. Rack Price	Regular Unleaded Gas Unit Price	Diesel Unit Price	Delivery Charge to Location	Total Price for Fuel and Delivery
Copper Region					
Globe Shop 1001 Besich Blvd., Globe					
Courthouse 1400 E. Ash St., Globe					
Tonto Basin Maintenance Yard 127 S. Old Hwy 188, Tonto Basin					
Timber Region					
Payson Maintenance Yard 5324 E. Hwy 260, Payson					
Young Maintenance Yard Hwy 288 Milepost 305, Young					

No Taxes are to be included in the price.

Prices shall include all costs required to deliver and unload fuel at the requested location.

DELIVERY

	YES✓	NO✓
Contractor agrees to provide service to all locations listed in proposal.		

Contractor Name: _____ Number: _____

LUBRICANTS

Metered Products	Price Per Gallon
Crank Lubricants (15/40)	
HT4-30	
HT4-50	
Gear Lube 80W – 90W	
ATF (Dexron 3)	
ATR/HYD 560	
Antifreeze LLC Extended Life (Pink)	
Antifreeze Standard (Green)	
Non-Metered Products	
Moly 7% - Moly Chassis Lube	
Solvent – 315 Solvent	

Sales Tax, State of: _____ & City of: _____
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
☐ Out-of-Sate vendor without a presenece in Arizona

Company Name

Company Representative

If payment is made within _____ days after receipt of goods or services, the above quoted price can be discounted by _____%.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

2. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

3. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

Company Name

Signature of Authorized Representative

Title

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

At the time of submission of bids for Invitation for Bid No. 040112-1 Bulk Fuel & Lubricants, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

- ☐ It is my intention to subcontract a portion of the work.
- ☐ It is not my intention to subcontract a portion of the work.

Name of Firm

By: (Signature)

Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

Gila County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (attachment A)

Qualification & Certification Form (attachment B)

Price Sheet (attachment C)

References (attachment D)

IRS W-9 Form (attachment E)

Non-Collusion Affidavit (attachment F)

Intentions Concerning Subcontractors (attachment G)

Legal Arizona Works Act Compliance (attachment H)

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2012

CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Offeror Name, Bid No. 040112-1 Bulk Fuel & Lubricants, Date 5-18-12, 3:00 pm. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before May 18, 2012, 3:00 PM.

ARF-1206

Regular Agenda Item 2- F

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Steve
Stratton,
Public
Works
Division
Director

Submitted By:

Shannon Boyer, Executive
Administrative Asst., Public Works
Division

Department: Public Works Division

Presenter's Name: Steve
Stratton

Information

Request/Subject

Resolution No. 12-05-05 U.S. 60 Silver King Widening

Background Information

The Arizona Department of Transportation (ADOT)'s Five Year Transportation Facilities Construction Program included reconstruction and lane additions to U.S. 60 Silver King and Superior Streets sections to be done in FY 2013; however, those projects have now been moved by ADOT to commence in FY 2015.

Evaluation

The cities, towns, and unincorporated areas of Gila and Pinal Counties are concerned about the safety of their citizens as well as those who may travel throughout the region. The existing conditions of the segments of U.S. 60 Silver King and Superior Streets have been proved to be an exceedingly dangerous portion of the highway and hazardous for travelers. ADOT has set aside and programmed funding for these segments of U.S. 60 in FY 2015. The opening of the BHP Pinto Valley mine in October 2012, will have a significant impact on traffic patterns on U.S. 60. On April 5, 2011, the Board of Supervisors adopted Resolution No. 11-04-06, declaring its support of ADOT's Five Year Transportation Facilities Construction Program.

Conclusion

Several projects that do not have the critical safety implications as these segments of U.S. 60 have been delayed instead.

Recommendation

Declare continued support to maintain the projects described in ADOT's Five Year Transportation Facilities Construction Program for the reconstruction and lane additions to U.S. 60 Silver King and Superior Streets to begin no later than FY 2013.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 12-05-05 which declares continued support to maintain the projects described in the Arizona Department of Transportation's Five Year Transportation Facilities Construction Program as reconstruction and lane additions to U.S. 60, the Silver King and Superior Streets sections, to begin no later than FY 2013. **(Steve Stratton)**

Attachments

Resolution No. 12-05-05



RESOLUTION NO. 12-05-05

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS DECLARING ITS CONTINUED SUPPORT TO MAINTAIN THE PROJECTS DESCRIBED IN THE ARIZONA DEPARTMENT OF TRANSPORTATION'S (ADOT) FIVE YEAR TRANSPORTATION FACILITIES CONSTRUCTION PROGRAM FOR THE RECONSTRUCTION AND LANE ADDITIONS TO U.S. 60 SILVER KING AND SUPERIOR STREETS TO BEGIN NO LATER THAN FISCAL YEAR 2013 (FY 2013).

WHEREAS, the cities, towns, and unincorporated areas of Gila and Pinal Counties are concerned about the safety of its citizens as well as those who may travel throughout the region; and

WHEREAS, the existing conditions of the segments of U.S. 60 Silver King and Superior Streets have been proven to be an exceedingly dangerous portion of the highway and hazardous for travelers; and

WHEREAS, ADOT has set aside and programmed funding for these segments of U.S. 60 in FY 2015; and

WHEREAS, the opening of the BHP Pinto Valley mine in October 2012, will have a significant impact on traffic patterns on U.S. 60; and

WHEREAS, on April 5, 2011, the Board of Supervisors adopted Resolution No. 11-04-06, declaring its support of ADOT's Five Year Transportation Facilities Construction Program, which includes the reconstruction and lane additions to U.S. 60 Silver King and Superior Streets to begin no later than FY 2013; and

WHEREAS, the Board of Supervisors will continue to make diligent efforts to ensure ADOT's approval of these projects.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does hereby declare its continued support to maintain the projects described in ADOT's *Five Year Transportation Facilities Construction Program* for the reconstruction and lane additions to U.S. 60 Silver King and Superior Streets to begin no later than FY 2013.

PASSED AND ADOPTED this 1st day of May 2012, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

ARF-1235

Regular Agenda Item 2- G

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: David Caddell, GEST
Program Manager

Submitted By: David Caddell, GEST Program Manager,
Community Services Division

Department: Community Services Division **Division:** GEST Department

Fiscal Year: 2012 **Budgeted?:** Yes

Contract Dates 2012 to 2016 **Grant?:** Yes

Begin & End:

Matching Yes **Fund?:** Renewal

Requirement?:

Presenter's Name: David B. Caddell

Information

Request/Subject

Section 5316 Grant Program Application for related costs with Arizona Department of Transportation (ADOT)

Background Information

The purpose of the Section 5316 Job Access and Reverse Commute (JARC) Program is to assist states and localities in developing new or expanded transportation services that connect welfare recipients and other low income persons to jobs and employment-related activities. Job Access projects are targeted to develop new or expanded transportation services such as shuttles, vanpools, new bus routes, connector services to mass transit, and guaranteed ride home programs for welfare recipients and low income persons who are unemployed or underemployed. These grants are designed to serve persons at or below 150% of the federally-defined poverty level. Reverse Commute projects are generally not constrained by end-user income level and provide transportation services to suburban employment centers from urban, rural and other suburban locations for all populations.

Evaluation

This grant will allow the Gila Employment and Special Training (GEST) Program to continue providing employment transportation needs to the individuals that GEST is authorized to provide services for through our current contract with Arizona Department of Economic Security, Division of Developmental Disabilities and Rehabilitation Services Administration. This grant allows for 50% of salary and employment related expenses. The total amount of \$30,000 is being requested. A match of \$30,000 is provided through fee for service contracts with the Arizona Department of Economic Security, Division of Developmental Disabilities and Rehabilitation Services Administration. GEST is requesting no funds from the Gila County General Fund; all matching funds will be drawn from the GEST Program reserve funds.

Conclusion

This grant will allow the GEST Program to continue and possibly expand services to meet the employment transportation needs of individuals with disabilities within Gila County. It is designated specifically for the GEST mobile crew Group Support Employment Services under our current contracts with the Arizona Department of Economic Security, Division of Developmental Disabilities and Rehabilitation Services Administration.

Recommendation

The GEST Program Manager recommends Board approval and the Chairman's signature on the ADOT Section 5316 Grant Program application forms. The Application must be submitted to ADOT by May 11, 2012.

Suggested Motion

Information/Discussion/Action to approve the Section 5316 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of \$30,000, which includes a GEST match of \$30,000, for operating expenses to continue providing the authorized employment transportation needs to the individuals in Gila County.

(Dave Caddell)

Attachments

Email from ADOT DAn Harrigan

ADOT 2012\ADOT FY2012 Coordinated Mobility Programs Handbook

ADOT 2012 Grant App for Coordinated Mobility Programs-GEST

Legal Explanation

Caddell, Dave

From: Dan Harrigan [DHarrigan@azdot.gov]
Sent: Thursday, April 19, 2012 9:43 AM
To: Caddell, Dave; York, Breena
Cc: 'Mark Griffin'; 'Ann Beauvais'; Mike Normand
Subject: RE: 5316 Operating Reimbursement

David,

After consultation, we have decided to extend to you and your organization, Gila County G.E.S.T, an opportunity to submit a 2012 Coordinated Mobility Programs application.

Please know that CAAG did post the required Public Notice in February 2012. We have ensured that you will also be on their contact list for any future correspondence.

Due to the timeframes for the 2012 awards, you have until COB on May 11, 2012 to submit your application. Submit one hard copy with original signatures directly to me here at ADOT. The 2012 awards will be announced by the end of May.

You can access the application and guidebook at our web site,
http://mpd.azdot.gov/mpd/Transit_Programs_Grants/ProgGuide.asp

If you have any questions or need assistance please contact me or Mark Griffin at CAAG.

Thanks, Dan

-----Original Message-----

From: Caddell, Dave [mailto:dcaddell@co.gila.az.us]
Sent: Wednesday, April 18, 2012 11:57 AM
To: Dan Harrigan; York, Breena
Cc: 'Mark Griffin'; 'Ann Beauvais'
Subject: RE: 5316 Operating Reimbursement

Thank you.

David B. Caddell, Program Manager
Gila Employment and Special Training
5515 South Apache Ave. Suite 200
Globe, Arizona 85501
(928) 402-8664 Office
(928) 425-9468 Fax
(928) 812-3791 Cell

e-mail: dcaddell@co.gila.az.us or dcaddell@gilacountyaz.gov
<http://www.gilacountyaz.gov/communityservices/gest/default.html>

-----Original Message-----

From: Dan Harrigan [mailto:DHarrigan@azdot.gov]
Sent: Wednesday, April 18, 2012 11:57 AM
To: Caddell, Dave; York, Breena
Cc: 'Mark Griffin'; 'Ann Beauvais'
Subject: RE: 5316 Operating Reimbursement

I will get back to you soon after I consult with some others involved. I don't know that we have had this issue before.

Thanks, Dan

-----Original Message-----

From: Caddell, Dave [mailto:dcaddell@co.gila.az.us]
Sent: Wednesday, April 18, 2012 11:54 AM
To: Dan Harrigan; York, Breena
Cc: 'Mark Griffin'
Subject: RE: 5316 Operating Reimbursement

Dan,

Since we were not notified of the applications and unable to apply, what can we do for this next year?

David

David B. Caddell, Program Manager
Gila Employment and Special Training
5515 South Apache Ave. Suite 200
Globe, Arizona 85501
(928) 402-8664 Office
(928) 425-9468 Fax
(928) 812-3791 Cell
e-mail: dcaddell@co.gila.az.us or dcaddell@gilacountyaz.gov
<http://www.gilacountyaz.gov/communityservices/gest/default.html>

-----Original Message-----

From: Dan Harrigan [mailto:DHarrigan@azdot.gov]
Sent: Wednesday, April 18, 2012 11:52 AM
To: York, Breena
Cc: Caddell, Dave; 'Mark Griffin'
Subject: RE: 5316 Operating Reimbursement

Awards are made on an annual basis. You must apply and be awarded each year. We just collected the 2012 applications, I don't believe your agency applied this year. The next opportunity to submit an application, will be in Oct/Nov 2012 for the 2013 awards. (10/1/13 - 9/30/14).

-----Original Message-----

From: York, Breena [mailto:byork@co.gila.az.us]
Sent: Wednesday, April 18, 2012 11:32 AM
To: Dan Harrigan
Subject: FW: 5316 Operating Reimbursement

Dan -

Thank you for the information you sent to Dave Caddell regarding the 5316 Grant. I will go back so I can bill out the salary for these three quarters and get those billings out within the week.

So just as final clarification, we will spend and bill the \$20,000.00 this year thru 9/30/12. But then are we able to expend an additional \$20,000.00 the next year with an additional \$20,000.00 match on our part and each year after until the contract terms in 2016?

Thanks for your assistance in this matter!

Bree'na York, Fiscal Services Manager
Gila County Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
928-402-8667
928-425-9468 Fax

-----Original Message-----

From: Caddell, Dave
Sent: Wednesday, April 18, 2012 11:25 AM
To: York, Breena; Fletcher, David
Subject: Fw: 5316 Operating Reimbursement

FYI

----- Original Message -----

From: Dan Harrigan [mailto:DHarrigan@azdot.gov]
Sent: Wednesday, April 18, 2012 11:22 AM
To: Caddell, Dave
Subject: RE: 5316 Operating Reimbursement

This is a \$40,000 award for the 5316 Job Access & Reverse Commute (JARC) program.

\$20,000 Federal \$20,000 in kind match.

It is for direct operating expenses for the 5316 program only. Expenses must be incurred and reimbursed in the award year, 10/1/11 to 9/30/12. Invoices should be submitted quarterly. We are already in the third quarter. As soon as you execute your 2011 attachment A, submit all expenses to date at the end of the third quarter. (end of June)

-----Original Message-----

From: Caddell, Dave [mailto:dcaddell@co.gila.az.us]
Sent: Wednesday, April 18, 2012 11:14 AM
To: Dan Harrigan
Subject: 5316 Operating Reimbursement

Dan,
In our 5316 grant we have a \$20,000 operating reimbursement, my understanding is this is for each year, is this correct. Our fiscal department needs to know.

Thanks,

David

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Application Instructions Grant Guidelines

Coordinated Mobility Programs

Section 5310

Elderly Individuals & Individuals with Disabilities

Section 5316

Job Access Reverse Commute

Section 5317

New Freedom

FY 2012

Arizona Department of Transportation
Multimodal Planning Division
206 South 17th Avenue, Mail Drop 340B
Phoenix, AZ 85007

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PART I. INTRODUCTION

A. FOREWORD

The Multimodal Planning Division (MPD) of the Arizona Department of Transportation (ADOT) administers for the State of Arizona three Federal Transit Administration (FTA) grant programs that make up the Coordinated Mobility Programs.

Section 5310, the Elderly Individuals and Individuals with Disabilities Transportation Program, is a grant program that provides capital assistance for transportation programs to meet the special needs of elderly individuals (sixty years and over) and individuals with disabilities of any age. Funds are primarily used for new vehicles and related equipment. Also available are Mobility Management funds that allow agencies to use funds for providing innovative and coordinated transportation services.

Section 5316, the Job Access and Reverse Commute (JARC) Transportation Program, is a grant program that provides operating and capital assistance to develop new or expanded transportation services that connect welfare recipients and other low income persons to jobs and employment-related activities. ADOT manages two distinct JARC funding amounts, one for the rural portions of the state and the other for the small Urbanized Areas between 50,000 and 200,000 population.

Section 5317, the New Freedom Transportation Program, is a grant program that provides operating and capital assistance to public transportation services focused on persons with disabilities, and to address needs that go beyond those required by the Americans with Disabilities Act (ADA). New Freedom funds may be used to provide new transportation services to jobs, medical services and to meet other needs. ADOT manages two distinct New Freedom funding amounts, one for the rural portions of the state and the other for the small Urbanized Areas between 50,000 and 200,000 in population.

ADOT works very closely with regional transportation planning agencies to solicit, review and award grant applications under the Coordinated Mobility Programs. In rural areas of Arizona these agencies are Council of Governments (COG) while in urbanized areas, Metropolitan Planning Organizations (MPO) fill this role.

This Handbook provides all the basic information needed to understand what is required to apply for grant funds and what your responsibilities are, if funded.

B. PROGRAM UPDATES – NEW FOR 2012

Our application process has changed. The application is no longer attached to this handbook. Our application is now linked to our contract directly and includes all the necessary contract language as well as federal clause and certification requirements. This year applicants will complete the application and that application, if approved, becomes your official funding contract. Applicants will be required to submit contract signature pages at the time of application submission, which will bind the applicant to officially commit to the funding at that time via a legal contract document. During the application cycle, the application budget details represent Exhibit A information. All contractual terms should be reviewed approved and accepted as if the entire application will be approved. Once the application review cycle is completed and actual awards are issued, Exhibit A will be updated to reflect your actual award. Actual awards will never exceed the amount in the original application, but there is no guarantee that you will receive all the funds or items for which you applied. Per the terms of the contract, the updated Exhibit A will provide a signature block for your final acceptance of the award(s). Authorized signature on the updated Exhibit A will be required prior to issuance of award(s). See Part II, Project Application and Contract, for instructions on how to access, complete, and submit the revised application and contract document.

See http://mpd.azdot.gov/mpd/Transit_Programs_Grants/ProgGuide.asp for the application and also an electronic version of this handbook.

New DBE program adoption requirements. All approved applicants for funding that involve contracts with vendors outside of the vehicle procurement ADOT oversees (i.e.: Mobility Management, Operations) must either already have adopted ADOT's DBE program or have a policy stating they will adopt ADOT's DBE program. See Part V, Federal and State Requirements, for more information on DBE program requirements.

In addition, DBE reporting is no longer submitted annually. Instead, all contract invoices are submitted through the LPA tracker at <https://arizonalpa.dbesystem.com>

Vehicle annual reporting requirements. Agencies with vehicles purchased with Coordinated Mobility Program funds (5310, 5316, 5317) that are approved for a lien release must continue to comply with required annual vehicle inspections and annual reporting requirements. A lien release does not preclude a recipient from continued ADOT reporting requirements for as long as the vehicle remains in a recipient's fleet. See Part IV, Program Administration and Project Management, for more information on vehicle annual reporting requirements.

Revised application timeline. See the timeline table on the next page for current deadlines. Applications are due to the COG/MPO in February or March of 2012 and applicant workshops are now being held in December or January.

ADOT distributes applications and handbooks to COG/MPO.	November 2011
Distribution of application/handbook to potential applicants by COG/MPO.	Nov. / Dec. 2011
Regional application workshops.	Dec. 2011 / Jan 2012
Applications due to COG/MPO. (Schedule set by COG/MPO)	Feb. / March 2012
COG-MPO/ADOT Regional Review Committee Meetings to evaluate and rank applications within each region.	Feb. / March 2012
COG/MPO submit completed applications in order of regional priority to ADOT.	March 16, 2012
Appeal deadline to ADOT.	April 13, 2012
ADOT review of COG and MPO submitted projects and recommended awards.	March 16 - May 1, 2012
ADOT begins preliminary procurement specification process for vehicles.	June 2012
ADOT issues non-vehicle awards to recipients through appropriate media.	October 2012
ADOT conducts issuance of vehicles to recipients in Phoenix; schedule varies by vehicle type.	Spring / Summer 2013

****Timeframes are approximate and subject to change.***

C. CONTACT INFORMATION

For program and training related inquiries please contact:

**ARIZONA DEPARTMENT OF TRANSPORTATION
Multimodal Planning Division**

206 South 17th Avenue, Mail Drop 340-B
Phoenix, Arizona 85007

Dan Harrigan, Program Manager, Coordinated Mobility Transportation Programs

E-mail: dharrigan@azdot.gov

Phone: (602) 712-8232 Facsimile: (602) 712-3046

Sara Allred, RTAP Program Manager

E-mail: sallred@azdot.gov

Phone: (602) 712-4498 Facsimile: (602) 712-3046

WEBSITE

Dedicated ADOT web pages for the Coordinated Mobility Programs can be accessed at http://mpd.azdot.gov/mpd/Transit_Programs_Grants/Index.asp. Select information on a specific grant program by going to the “Grant Programs” tab at the top left of the page.

The website provides valuable information for parties interested in learning more about ADOT’s public transit programs. This handbook is available on the website along with information on related programs and initiatives.

CIVIL RIGHTS CONTACT INFORMATION

For more detailed information pertaining to civil rights, you may contact:

ARIZONA DEPARTMENT OF TRANSPORTATION

Civil Rights Office

1135 North 22nd Avenue, Second Floor - Mail Drop 154A
Phoenix, AZ 85009

Phone: (602) 712-7761 Facsimile: (602) 712-8429

Title VI Compliance: Lucy Schrader (lschrader@azdot.gov)

DBE Compliance: Deanna Graham (dgraham@azdot.gov)

ADA Compliance: Eddie Edison (eedison@azdot.gov)

REGIONAL PROGRAM CONTACTS

CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS (CAAG)

1075 South Idaho Road Suite 300 <http://www.caagcentral.org>
 Apache Junction, Arizona 85219
 Martin Lucero mlucero@caagcentral.org (480) 474-9300 FAX: (480) 474-9306

CENTRAL YAVAPAI METROPOLITAN PLANNING ORGANIZATION (CYMPO)

7501 E. Civic Circle <http://www.cympo.com>
 Prescott Valley, Arizona 86314
 Vicky McLane vmclane@pvaz.net (928) 759-5520 FAX: (928) 759-5521

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION (FMPO)

211 West Aspen <http://www.flagstaffmpo.org>
 Flagstaff, Arizona 86001
 Martin Ince mince@flagstaffaz.gov (928) 213-2685 FAX: (928) 779-7696

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG)

302 North 1st Avenue, Suite 300 <http://www.azmag.gov>
 Phoenix, Arizona 85003
 DeDe Gaisthea dgaisthea@azmag.gov (602) 254-6308 FAX: (602) 254-6490

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG)

119 East Aspen Avenue <http://www.nacog.org>
 Flagstaff, Arizona 86001
 Chris Fetzer cfetzer@nacog.org (928) 774-1895 FAX: (928) 773-1135

PIMA ASSOCIATION OF GOVERNMENTS (PAG)

177 North Church, Suite 405 <http://www.pagnet.org>
 Tucson, Arizona 85701
 Jennifer O'Connor joconnor@pagnet.org (520) 792-1093 FAX: (520) 620-6981

SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION (SEAGO)

118 Arizona Street <http://www.seago.org>
 Bisbee, Arizona 85603
 Melanie Greene melanie@mgreenepd.com (520) 432-5301 FAX: (520) 432-5858

WESTERN ARIZONA COUNCIL OF GOVERNMENTS (WACOG)

208 North 4th Street <http://www.wacog.com>
 Kingman, Arizona 86401
 Sharon Mitchell sharonm@wacog.com (928) 377-1070 FAX: (928) 753-7038

YUMA METROPOLITAN PLANNING ORGANIZATION (YMPO)

502 South Orange Ave <http://ympo.org>
 Yuma, Arizona 85364
 Norma Lekan nlekan@ympo.org (928) 783-8911 FAX: (928) 329-1674

PART II. PROJECT APPLICATION AND CONTRACT

A. GENERAL INSTRUCTIONS

ADOT's MPD announces Coordinated Mobility Programs funding and application availability by email to all COGs and MPOs annually. The COGs and MPOs are then responsible for notifying interested parties that applications are available. Notice of funding availability and the current program application can also be found at: http://mpd.azdot.gov/mpd/Transit_Programs_Grants/Index.asp

Application and Contract forms are available in electronic format (Microsoft Excel). If a paper or other format is needed, please contact your COG or MPO representative for assistance.

One electronic *and* one paper copy of the application and contract must be submitted to the COG or MPO. The COG or MPO will then submit the final electronic copy and the application with original signatures to ADOT. Original signatures are required on the certifications and assurances and contract pages. The applicant should be sure to allow adequate time to both obtain the necessary signatures and approvals from appropriate parties *and* to mail or hand deliver a copy(s) of the application and contract documents to the appropriate COG or MPO office by the stated deadline.

NOTE: Legal umbrella agency may submit multiple site locations under one application.

B. REGIONAL APPLICATION PROCESS

ADOT releases the Application/Contract and Handbook online and to Arizona's four regional COG's and five MPO's for distribution to all potential applicants. Then, each COG and MPO sponsors an application workshop to discuss the programs with interested applicants. ADOT staff is present at these workshops to present the programs and answer questions about the process.

The regional COG/MPO set the deadline for local applications, which are generally due to these regional planning offices in February or March. Applicants complete the appropriate applications/contracts and all supporting documents and submit the completed application(s) to the COG/MPO by the due date. Applicants may contact either COG/MPO regional contacts or the ADOT Program contacts listed in this document for advice during this period.

APPLICATION REVIEW

Regional review panel committees are organized at the COG/MPO level and utilized to screen local applicants. The panel ranks the applicants in their region according to the evaluation criteria contained in this document. It is important that the applicant refers to these criteria when answering the questions in the application.

ADOT receives applicant rankings from the COG/MPO, prioritizes applications within a statewide context, and finalizes an application to the FTA. The application to the FTA lists all applicants in two ranked categories depending on how completely requirements have been satisfied.

CATEGORY A Includes those projects certified by ADOT as having met all the statutory and administrative requirements for approval.

CATEGORY B Includes those projects that ADOT may approve, but which have not yet met all statutory and/or administrative requirements, or for which there is not adequate available funding. As the necessary requirements are satisfied or funding becomes available, these projects may be advanced to Category A.

When the requests for funding assistance exceed the annual ADOT program budget, only the highest regional priorities will be placed on the statewide A-List. Depending on funding levels, all complete applications that meet requirements are typically assured at least B-List placement, which permits future award should a vehicle or other equipment become available at a later date. Occasionally, former B ranked agencies that exhibit a need for improvement during the first application round (including completing missing information such as authorizations or available local match funding) may be elevated in status at a later date.

Note: ADOT is partnering with the City of Phoenix in the review process for Section 5316 and 5317 Maricopa County applications. ADOT is responsible for rural Maricopa County and the small Urbanized Area of Avondale; and the City of Phoenix is responsible for the Urbanized Area of Maricopa County. With the exception of the Phoenix/Maricopa County situation, the statewide 5316 and 5317 application process will parallel that of the Section 5310 program.

APPEAL PROCESS

All applicants will be notified in writing by their regional COG or MPO of funding recommendations made by the ADOT MPD. Applicants will be given the opportunity to appeal the ADOT MPD funding recommendations. The applicant must use the following process to be recognized as a valid appeal. The letter of appeal must clearly identify the applicant, contact person, address, phone number, project description and grounds for appeal. Letters of appeal must be postmarked by April 13, 2012 and mailed to: Coordinated Mobility Programs Manager, Arizona Department of Transportation, Multimodal Planning Division, 206 S. 17 Ave., Mail Drop 340 B, Phoenix, Arizona 85007. The Program Manager will review the appeal and notify the applicant in writing of his/her decision by May 1, 2012.

If the applicant is not satisfied with the Manager's response, an appeal may be made to the ADOT Multimodal Planning Division Director at the same address as above. This appeal must be submitted and postmarked by May 15, 2012. A copy of the appeal must also be sent to the Coordinated Mobility Programs Manager. The Multimodal Planning Division Director will provide a written response to the applicant within 30 days of receipt of the appeal to the Director's Office.

C. APPLICATION/CONTRACT CONTENTS

The application/contract requires the following:

- General Applicant Information
- Required Application Documents (Training, Coordination, and Civil Rights)
- Grant Request Specifications (Describing Request, Budget and Program)
- Vehicle Inventory
- Power of Attorney (Requires Signature)
- Certifications, Assurances and Contract Pages (Requires Signatures)

A checklist is provided at the end of Part II to help the applicant verify submission of all required documentation.

Applicants are required to complete all sheets in the Excel document and be concise in their answers. **Incomplete applications are typically not accepted.** If you have difficulty obtaining important information or certifications, contact your COG or MPO to ask for written authorization for turning the information in late, if permitted. Exceptions for such occurrences may be made, depending on the nature of the problem and the ability of the applicant to submit the needed

information before final decisions are made. The individual COG or MPO is responsible for making the decision on whether an exception will be made, and may contact ADOT MPD staff for concurrence prior to notifying the applicant of the decision.

D. APPLICATION PROCESS AND AWARDS

Applications will be considered for funding based on the evaluation and selection criteria provided in this section. What you submit as your application, with attachments, will be the main source of information used by the COGs/MPOs and ADOT in reviewing and prioritizing your request for funding.

The final decision on project selection and funding will be made by the ADOT MPD. ADOT retains sole discretion to determine which projects will be funded and the amount of funds awarded to any given project. The MPD may request additional information from applicants to clarify information submitted.

PROJECT SELECTION CRITERIA

Specific criteria guide the development of the Coordinated Mobility Programs and are related to the broad goals defined in each program. In order to ensure fair and equitable distribution of FTA funds, the criteria listed are the basis for review and selection of applications for program funding.

Sections 5310, 5316 and 5317 Evaluation Criteria		Max. Points
I.	Ability of Applicant to Provide Service	10
	<ul style="list-style-type: none"> Does the agency/applicant meet the minimum qualifications? Are they an experienced provider? If awarded funding are they capable of meeting the program goals and compliance requirements? 	
II.	Staff Training	10
	<ul style="list-style-type: none"> Does the agency/applicant have an ongoing training program? Are their driver/operators trained to proficiency? 	
III.	Coordination Efforts	25
	<ul style="list-style-type: none"> Does the agency/applicant attend and participate in regional coordination meetings? Are they included in the regional coordination plan? Do they or can they actively coordinate with other agencies? 	

IV. Civil Rights – Title VI Compliance	10
<ul style="list-style-type: none"> <i>Has the agency/applicant signed all the appropriate certificates and assurances?</i> <i>Do they have policies?</i> 	
Sections 5310, 5316 and 5317 Evaluation Criteria	Max. Points
V. Appropriateness of Service	10
<ul style="list-style-type: none"> <i>Does the service proposed meet the needs of the ridership and program goals?</i> <i>Do the service days, hours, and type of ridership meet their program demands? (5316 and 5317 only)</i> <i>Does the service provide rides to job services? (5316 only)</i> <i>Is this different from their 5310 program? (5317 only)</i> 	
VI. Budget – Financial Management	10
<ul style="list-style-type: none"> <i>Does the agency/applicant have a financial plan or sound financial budget and ability to handle the financial management of FTA grant funds?</i> <i>If this is a voucher program, did they provide how it will work, i.e., enrollment, ID, etc.? (5317 only)</i> 	
VII. Need for Capital Purchase	10
<ul style="list-style-type: none"> <i>Is the existing fleet used to capacity?</i> <i>Does the service, and/or new service dictate the need for this request?</i> <i>Will other capital equipment or mobility management enhance the service and promote coordination?</i> 	
VIII. Assurances, Certificates, and Inventory	5
<ul style="list-style-type: none"> <i>Is the inventory form complete, if applicable?</i> <i>Are all required assurances signed?</i> 	
IX. Complete Grant	5
<ul style="list-style-type: none"> <i>Is the grant application complete?</i> <i>Is there a map of the service area?</i> 	
X. Attended Annual Application Workshop	5

E. APPLICATION SUBMITTAL

Applications may be viewed, downloaded and completed online at http://mpd.azdot.gov/mpd/Transit_Programs_Grants/ProgGuide.asp. However, the application itself must be submitted electronically **and** in hard copy to your local COG or MPO representative, by the date and time set by each COG or MPO. Instructions on the due date and the number of applications to submit are provided by each COG or MPO along with this application package.

PART III. PROGRAM DESCRIPTION

This section provides an overview of the grant programs under the Coordinated Mobility Programs, as well as outlining eligibility requirements, applicant responsibilities and local match sources.

A. OVERVIEW AND PURPOSE

SECTION 5310

The overall goal of the Section 5310 program is to provide and strengthen the transportation services available to meet the special needs of the elderly and disabled. It is recognized that these populations have transportation needs which are often not met by conventional automobile or public transportation, and require specialized assistance in order to access services, employment, and medical care.

All Section 5310 projects must provide service to elderly persons (60 years and over) and/or persons with disabilities of all ages. Agencies may transport a broader range of clientele, but the majority of persons who will be transported must be individuals who are elderly or have disabilities.

SECTION 5316

The purpose of the Section 5316 Job Access and Reverse Commute (JARC) Program is to provide funding for new or expanded transportation services that connect welfare recipients and other low income persons to jobs and employment-related activities.

Job Access projects are targeted to develop new or expanded transportation services such as shuttles, vanpools, new bus routes, connector services to mass transit, and guaranteed ride home programs for welfare recipients and low income persons who are unemployed or underemployed. These grants are designed to serve persons at or below 150% of the federally defined poverty level.

Reverse Commute projects are generally not constrained by end-user income level and provide transportation services to suburban employment centers from urban, rural and other suburban locations for all populations.

SECTION 5317

The New Freedom program seeks to reduce barriers to transportation services and expand the transportation mobility options available to individuals with disabilities.

The purpose of New Freedom projects must be to provide new transportation options for individuals with disabilities, beyond the level of services required by the ADA. Projects must be both “new” (not operational before August 10, 2005) and beyond the requirements of the ADA.

B. APPLICANT/PROJECT ELIGIBILITY

ELIGIBLE APPLICANTS

SECTION 5310

- **Private Non-Profit Corporations** when publicly operated mass transportation services are unavailable, insufficient, or inappropriate. Evidence of non-profit status is demonstrated by submittal of a certified copy of the articles of incorporation or by an Internal Revenue Service (IRS) 501(c)(3) Federal income tax exemption letter.
- **Governmental Authorities**
 - **City, County, Town and Tribal governments including other related public bodies/Tribal community agencies** can apply if they are approved by ADOT to coordinate services for elderly individuals and individuals with disabilities; or that certify to ADOT that no nonprofit corporation is readily available in an area to provide the needed service. The operational definition of “available” implies agencies which are also “capable and willing.”
 - **Public Agencies** - Applications which the State believes are conducted in the interest, or are otherwise strongly supportive, of local, regional and/or State coordination objectives would also fall under this category.

SECTION 5316

Eligible applicants under both the “job access” and “reverse commute” segments of the 5316 Program include private non-profit organizations, State or local governmental authorities including tribal governments, and operators of public transportation services including private operators of public transportation

services. The latter group includes private-for-profit cab, shuttle and transit operators that meet the objectives of the 5316 Program.

SECTION 5317

Eligible applicants under the 5317 Program include private non-profit organizations, State or local governmental authorities including tribal governments, and operators of public transportation services including private operators of public transportation services. The latter group includes private-for-profit cab, shuttle and transit operators that meet the objectives of the 5317 Program.

ELIGIBLE ACTIVITIES/PROJECTS

SECTION 5310

Funds for the Section 5310 program are available for capital expenses to support the provision of transportation services to meet the special needs of elderly persons and persons with disabilities.

Note: ADOT does not provide funding to purchase used vehicles or equipment, 15-passenger vans, or standard passenger cars.

Examples of eligible capital expenses include:

- Vehicles
- Radios and Communication Equipment, Computer Hardware/Software
- Fleet Maintenance Equipment
- Vehicle Equipment/Parts (Wheelchair Lifts and Restraints Bought Individually)
- Vehicle Rehabilitation, Manufacture, or Overhaul
- Operations and Maintenance Structures (Vehicle Shelters, Maintenance Structures)
- Transit Related Intelligent Transportation Systems (ITS)
- Mobility Management

Vehicle Accessibility: Providing wheelchair and other mobility device accessibility to local areas is a high priority of the Section 5310 Program, in order to meet the growing needs of individuals of all ages with mobility-impairments. However, applications for non-accessible vehicles will also be considered by

ADOT if that best meets agency needs. However, in order to acquire a non-accessible vehicle, applicants must assure adequate ADA-compliant “Equivalent Service.”

Equivalent service means that in order to obtain a non-accessible vehicle, an applicant must already have in its fleet, or under contract, regular, guaranteed availability of an ADA-compliant, wheelchair-accessible vehicle, or vehicles, in reliable and safe operating condition, to serve the area targeted by the application, as well as qualified drivers to operate it. The agency must be able to provide accessible service on a scheduling and capacity basis which is equal to that provided by non-accessible vehicles. If equivalent service is by contract, the contractor must have a back-up plan in order to ensure that equivalent service is available.

Eligible Trip Purpose: Equipment provided through this program may be used for all trip purposes for elderly and disabled populations. This includes but is not limited to transportation of people to:

- Medical appointments
- Meals
- Social services and facilities
- Employment
- Rehabilitation services
- Shopping
- Recreational and social activities

Trip Purpose Exceptions:

- Vehicles and related equipment may not be used **primarily** for the delivery of meals to persons in their homes. Any meal delivery provided may only be incidental to the primary vehicle use of transporting people.
- The Section 5310 program is not intended to provide emergency medical transport or ambulance service on a regular basis.
- Section 5310 vehicles are also not to engage in regularly scheduled school bus service. Section 5310 recipients may operate multi-functional vehicles which meet the safety requirements for school transportation, but may not provide exclusive school service.
- Applicants are encouraged to coordinate their services with public transit operators, or others, as long as that does not conflict with providing transportation to the elderly and disabled.

SECTION 5316

Eligible activities for *Job Access* grants include capital (90% federal/10% local match), operating (50%/50%) and planning expenses (50%/50%) for services, equipment, facilities, and associated capital maintenance items related to providing access to jobs for low income individuals. Eligible projects include, but are not limited to:

- Late-night and weekend service;
- Guaranteed ride home services;
- Shuttle service;
- Expanding fixed route mass transit routes;
- Demand-responsive van service;
- Ridesharing and carpooling activities and transit-related aspects of bicycling;
- Day-care related transportation—to and from;
- Employment training (i.e., job skills, interviewing, trainee development, etc.);
- Costs of promoting the use of transit by workers with nontraditional work schedules, the use of transit vouchers, and the use of employer-provided transportation including the promotional advertisement of transit benefits;
- Mobility management;
- Other capital costs include vehicles, related communications equipment, dispatching, scheduling and coordination hardware and software and ITS (Intelligent Transportation Systems) features such as real-time information displays to inform customers of service status; and
- JARC-related planning functions (as an operating expense).

For *Reverse Commute* grants, eligible activities include the same activities as for Job Access grants: operating costs, capital costs and other costs; however these project must address “reverse commute” by bus, train, carpool, vans or other transit service.

SECTION 5317

Eligible activities for New Freedom grants include capital (90% federal/10% local match), operating (50%/50%) and planning expenses (50%/50%) for services, equipment, facilities, and associated capital maintenance items related to

providing services for people with disabilities that go beyond the requirements of the ADA. Eligible projects include, but are not limited to:

- Purchasing vehicles and supporting accessible taxi, ride-sharing, and vanpooling programs; including staff training, administration, and maintenance;
- Providing paratransit services beyond minimum requirements (3/4 mile to either side of a fixed route), including for routes that run seasonally;
- Making accessibility improvements to transit and intermodal stations not designated as key stations;
- Supporting voucher programs for transportation services offered by human service providers;
- Mobility management; and
- Other capital costs include vehicle/service-related communications equipment, dispatching, scheduling and coordination hardware and software, and ITS (Intelligent Transportation Systems) features such as real-time information displays to inform customers of service status.

MOBILITY MANAGEMENT

Mobility Management is an eligible project under all three Coordinated Mobility Programs and can consist of short range planning and management activities and projects for improving coordination among public transportation and other service providers, to include personnel and technology activities.

Mobility Management techniques may enhance transportation access for populations beyond those served by one agency or organization within a community. For example, a non-profit agency could receive New Freedom funding to share services it provides to its own clientele with other individuals with disabilities and coordinate usage of vehicles with other non-profits. Mobility Management is intended to build coordination among existing public transportation providers and other transportation service providers with the result of expanding the availability of service. Mobility Management activities may include:

- Promoting, enhancing and facilitating access to transportation services, including integrating and coordinating services for individuals with disabilities, older adults, and low income individuals;
- Supporting short term management activities to plan and implement coordinated services;
- Supporting state and local coordination policy bodies and councils;

- Operating transportation brokerages to coordinate providers, funding agencies, and customers;
- Providing coordination services, including employer-oriented Transportation Management Organizations' and Human Service Organizations' customer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customers;
- Developing and operating one-stop transportation traveler call centers to coordinate transportation information on all travel modes and managing eligibility requirements and arrangements for customers among supporting programs; and
- Operational planning for the acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of Geographic Information Systems (GIS) mapping, Global Positioning System technology, coordinated vehicle scheduling, dispatching and monitoring technologies as well as technologies to track costs and billing in a coordinated system and single smart customer payment systems (acquisition of technology is also eligible as a stand alone capital expense).

C. APPLICANT RESPONSIBILITIES

COORDINATION

REGIONAL TRANSPORTATION COORDINATION PLAN

All projects funded under the Coordinated Mobility Programs must be derived from a locally developed, coordinated public transit-human services transportation planning process. Coordination is a key element which is now required for all FTA programs. In order to be awarded grant assistance, successful applicants must be included in the Regional Coordination Plan for their area and have participated in related coordination activities such as coordination meetings.

The state of Arizona is divided into nine planning regions. Each planning region is expected to develop a Coordinated Public Transit-Human Services Transportation Plan. The key elements of this plan include the following:

- An assessment of transportation needs for targeted groups of people;
- An inventory of available services that identifies areas of redundant service and gaps in service;

- Strategies to address the identified gaps in service;
- Identification of coordination actions to eliminate or reduce duplication in services and strategies for more efficient utilization of resources; and,
- Prioritization of implementation strategies.

Development of a regionally prioritized list of projects in the Coordination Plan occurs simultaneously with providers' development of their local applications, and is finalized with the COG/MPO evaluation panels and the regions' submittal of the annual regional transportation coordination plan updates to ADOT. If an applicant is not listed in the regional plan, in terms of participation and prioritization, it cannot be included in ADOT's FTA application for program funding.

Applicants and existing recipients should be aware that they need to participate in activities related to their region's plan even if they are not applying for grant assistance for a particular year(s) **and** as long as they have a vehicle(s) on lien or other grant assistance that is still active. In addition, grantees are encouraged to continue to participate regardless of their status, i.e., even when they are inactive/past their lien as an ADOT grantee, but still providing the same or similar special needs transportation (or are partners with others that provide this service for them). In addition, the regional transportation coordination plans are not intended just for ADOT grantees, and therefore should not be viewed as just an ADOT function, but are for *all* public and human service transportation agencies and their partners, including private-for-profit providers.

LOCAL COORDINATION

The applicant must participate in local and/or regional efforts to coordinate services in an effort to make the best use of transportation resources in Arizona. The local coordination efforts will vary by region, and will be guided largely by the United We Ride efforts. Local or regional coordinating councils are established in each region, and participation on these committees is a requirement of all grantees. ADOT strongly encourages a coordinated application by two or more agencies with one agency acting as the lead and principal applicant.

Coordination can take on many forms, including sharing information and referrals, joint training, sharing of maintenance facilities, insurance providers, drivers and even vehicles. One of the primary forms of coordination is the utilization of one agency, typically a central funding or grant-making agency, to combine several smaller agencies or groups with similar clientele into one inter-related program with multiple local facilities from which agency services are rendered.

A common method of providing a coordinated application is through the utilization of an umbrella agency, which may function as a central grant writing, fund-raising or administering entity and which may also oversee satellite service-provider agencies. An umbrella agency would be a private non-profit organization or public agency that would submit an application for project funding that would be subcontracted or otherwise distributed to affiliated eligible agencies on a needs basis. The advantages of this arrangement may include reduced administrative costs, greater trip coordination, and centralization of reporting and record keeping.

Mobility Management activities are strongly encouraged under local coordination efforts and ADOT is providing statewide assistance in 2012 to push forward an effort to have regional mobility managers assist with coordination efforts.

LOCAL FINANCIAL SUPPORT

Local financial support may come from the applying agency or in the form of funding from a private non-profit agency, donations, or grants from local governments. Awarded applicants are to secure their local matching funds at the time of application, even for capital purchases.

Vehicle delivery often occurs late in the fiscal year following the application process, approximately 16 to 18 months after an agency's application to the State for capital assistance. Applicants are encouraged to notify appropriate local decision makers of this fact relative to their matching funds programming needs so that, if necessary, the funds can be re-appropriated or carried forward.

SAFETY & TRAINING

A commitment to operating safe services is a core requirement of the Coordinated Mobility Programs. Drivers must be trained to proficiency not only in the safe operations of vehicles and equipment but also in how to assist and relate to passengers with special needs.

VEHICLE SAFETY

All vehicles purchased with Coordinated Mobility Programs grant funding must be regularly maintained and serviced in order to provide safe operations. Recipients must document routine maintenance including but not limited to oil/fluid changes, tire condition, wheel chair lift inspections (if applicable) and maintain all aspects of the vehicle in accordance with the manufacturers' recommended maintenance standards.

TRAINING

All drivers and other safety-sensitive personnel operating vehicles or equipment must be trained to proficiency including, but not limited to, the following areas:

- Defensive driving;
- ADA accommodations/wheelchair securement and passenger sensitivity;
- Emergency evacuation; and
- Basic first aid/CPR.

ADOT's MPD Training Coordinator is available to assist grantees with training needs, whether it be setting up specific ADOT-sponsored training locally, or providing other resources.

REPORTING AND MONITORING

Capital award recipients have reporting requirements that extend throughout the useful life of equipment. Through this reporting, recipients assure ADOT of ongoing appropriate equipment use and equipment maintenance. Upon taking delivery, the recipient assumes an obligation to use the equipment in a manner that is consistent with the service identified in its application and with the contractual requirements of the State.

ADDITIONAL REQUIREMENTS

Limitation of out-of-country and out-of-state travel

No ADOT-funded vehicle or other capital asset may be taken across an international boundary without prior written ADOT approval. Cross-state boundary travel is permitted as long as it is consistent with the objectives of the Coordinated Mobility Programs grant award.

Charging fares for elderly and disabled transportation services

Fares may be charged for elderly and disabled transportation services as long as the fares do not exceed those required to operate the system or route under consideration. In determining fair and reasonable charges, service providers should keep in mind the primary end-user/clientele group utilizing services and their income status. The operator may require fares that exceed the "normal" fare if it is providing general public service to others outside the core end-user group.

D. LOCAL MATCH REQUIREMENTS

Projects funded under the Coordinated Mobility Programs utilize a local matching ratio of 50% for operating and planning expenses.

Capital projects funded under the Coordinated Mobility Programs utilize a local matching ratio of 10% of the final invoice for all projects, including Mobility Management. An additional administrative fee including delivery/inspection and MVD fees will be added for capital equipment procurements conducted by ADOT on behalf of the recipient. (% TBD)

It is important to note that local match for capital procurements must be in monetary form, such as one agency check or one Cashiers Check, and must be submitted to ADOT upon order. Pledges and in-kind donations do not count towards local match requirements for capital purchases.

For Mobility Management personnel projects, assurance of the availability of dedicated local funds or in-kind resources is required at the time of application.

MATCH FUNDING RESOURCES

Many agencies are faced with dwindling internal resources to provide transportation services, which can often make identifying local match the greatest challenge facing program applicants. However local government funding, human service program funding and other non-DOT Federal funds can be used for local match and applicants are encouraged to seek out these funding sources.

Federal funds that **cannot** be used as local match are other DOT program funds, including Section 5310, Section 5311, Section 5316 and Section 5317 funds. Federal funds that can be used are highlighted in the table below.

Older Americans Act Title III	<ul style="list-style-type: none"> Used to provide program services for the elderly including transportation services. Contact your local AAA to see if there are opportunities for coordination.
Temporary Assistance to Needy Families (TANF)	<ul style="list-style-type: none"> Funds may be used for transportation to provide benefits for low income individuals.
Indian Reservations Roads Program	<ul style="list-style-type: none"> Provides funding for transportation facilities within public lands, national parks, and Tribal lands. Funds are administered directly by the appropriate Federal land management agency.
STP Flexible Funds	<ul style="list-style-type: none"> Funds can be used for transit capital in addition to roadways. Available only to those municipalities and

counties that are eligible to receive funds from the FTA.

Non-Federal local match can be in the form of contract revenue, derived as part of purchase of service agreements with human service agencies, **only if the funding source is local or state**. If the source is federal, the revenue will only be considered as local match if allowed by the federal funding source. It should be noted though, that funds derived from purchase-of-service agreements pursuant to service agreements with a state, local social service agency, or a private social service organization may be treated as **local** rather than Federal funds, **even though the original source of such funds may have been another Federal program**. Examples of Federal programs where funds can be used as match in this instance are Older Americans Act Title III funds, Temporary Assistance to Needy Families (TANF) funds, and Community Services Block Grant funds.

Other examples of non-Federal local match sources include:

- State or Local Appropriations;
- Dedicated Tax Revenues;
- Private Donations; and
- Net Income Generated From Advertising and Concessions.

Grantees may use non-cash shares such as donations, volunteered services, or in-kind contributions toward the local match only if the grantee formally documents the value of each non-cash share, and if this value represents a cost that would otherwise be eligible under the project. Use of non-cash match sources and documentation must be approved by ADOT.

Farebox revenues from service **cannot** be used as local match. Farebox revenue is only to be used to reduce the net operating expense of the program.

PART IV. PROGRAM ADMINISTRATION AND PROJECT MANAGEMENT

A. CONTRACTS WITH ADOT

Each successful applicant is provided funds through a grant contract agreement with ADOT that has specific terms and conditions. The agreement identifies the responsibilities of ADOT and the grantee, lists the performance expectations and contract deliverables, and includes all Federal requirements. This agreement is entered into at the time of application. By signing the application, the applicant is committing to a legal binding agreement with ADOT if awarded funding.

Agreements are effective from October 1 to September 30 each year, consistent with the Federal fiscal year. Agreements must be executed *before* October 1 of the contract year in order for grantees to be eligible for reimbursement of costs incurred *beginning* October 1. **ADOT Multimodal Planning Division will not assume financial obligation or liability until the Agreement is executed.**

Approved grantees are responsible for all expenses incurred prior to the eligible date established in the Agreement. No Federal funds will be available until the contract is executed. Agencies that use local funds to cover expenses before the agreement is signed need to be aware that these funds will not count toward their local match requirements for federal funds available after the Agreement is executed. Per the agreement, ADOT has the authority to re-distribute funds if the agreement is not executed by December 30th of each year.

B. EXPENSE REIMBURSEMENT

For operations, planning, mobility management and non-ADOT procured capital equipment expenses; recipients must invoice ADOT on a quarterly basis. A Summary/Progress Reporting Form and an Invoice Form will be provided by ADOT to each recipient for this purpose. Detailed back-up documentation must be included for each invoice submitted and no other reporting forms will be accepted.

C. PROJECT MANAGEMENT, MONITORING, AND REPORTING

ADOT RESPONSIBILITIES

In addition to developing the annual statewide application for submittal to FTA, ADOT administers the Coordinated Mobility Programs at the State level by performing the following activities:

- Providing program information and technical assistance for project development, implementation and operation;
- Monitoring the progress of each project through completion;
- Coordinating the program with other ADOT administered FTA Programs including the Section 5311 Rural Public Transportation Program, Planning programs for rural and urban areas (funded under Sections 5303 and 5304, respectively), and the Rural Transit Assistance Program (RTAP);
- Coordinating vehicle purchases through a competitive bid process;
- Assuming responsibility for complying with Federal procurement, auditing and other requirements to minimize the requirements placed on individual grantee agencies; and
- Networking with FTA, other federal agencies, state DOTs, and associations, to include attendance at regional and national conferences, meetings, and pertinent training forums, to enhance communication with industry peers and remain current in program management developments.

PROJECT MONITORING – ON-SITE VISITS

In depth management reviews / site visits of all agencies receiving Coordinated Mobility Program funds are completed periodically, at least once every three years.

These reviews / site visits focus on program compliance, vehicle use, maintenance, insurance, and safety. Representative topics include:

- Recent Program Changes (administrative and service)
- Compliance with Work Scope (i.e., is the vehicle still being used in accordance with the description in the recipient's original or approved-revised application?)

In addition, ADOT will be looking for continued compliance with FTA requirements which include:

- Program Management - written internal organization policies and procedures;
- Financial Management - procedures, recent audits, etc.;
- Civil Rights, including Americans With Disabilities Act (ADA) Service Provisions; Title VI; Limited English Proficiency (LEP); Equal Employment Opportunity (EEO); Disadvantaged Business Enterprise (DBE) participation, and other related activities;
- Vehicle Use, including insurance coverage reviews (if applicable); and
- Vehicle Maintenance & Safety (if applicable);

If site visits reveal common issues with compliance, ADOT will hold regional workshops to address compliance and training issues. These workshops provide ADOT with the opportunity to assist its recipients on technical or management matters.

VEHICLE TITLE AND LIEN

ADOT conducts all vehicle title and registration activities for the recipient agency as a part of the ADOT led procurement process. In order that ADOT may act on behalf of the recipient for these transactions, a signed Power of Attorney must be submitted to the Department. This form is included in the application/contract documents and must be signed before an application is submitted. The Power of Attorney form is used exclusively for titling and registering vehicles awarded through the program.

In order to ensure proper use of grant funded equipment through the useful life, ADOT will hold a first lien on all equipment in the amount of the federal share of the equipment cost. The lien will extend through the useful life of the capital equipment until the remaining asset value is less than \$5,000. In the case of vehicles, the lien placed will remain in effect for *at least* four years and 100,000 miles.

VEHICLE INVENTORY MANAGEMENT

ADOT manages an inventory of vehicle information for all vehicles funded under the Coordinated Mobility Programs. Grant agreement requirements are kept up-to-date via annual reports filed with ADOT by recipients, and incorporated into project database files for program management use. This asset management system promotes proper vehicle maintenance and use and identifies problems or issues related to fleet defects or improper vehicle management.

Among other tasks, the fleet focus system flags agencies that may be due for vehicle replacement and inspections. The objective of this system is to ascertain statewide condition of the FTA funded vehicle fleet and help determine what current and future actions are most beneficial to ensure overall fleet service viability.

RECIPIENT RESPONSIBILITIES

RECORD KEEPING

Records must be maintained in an auditable manner during the period of contractual obligation to ADOT and for three years following the date of completion of the project and/or release of the ADOT lien. A recipient may be audited without notice at any time during this period.

The recipient should maintain records regarding vehicle trip logs as well as information on driver safety records/incidents, vehicle insurance, regular and major maintenance and repair, and operating budget(s). The recipient should also keep up-to-date records on such aspects as ADA and other Civil Rights program requirements.

For vehicle projects, the recipient must submit detailed maintenance and repair logs (on each vehicle) to ADOT or ADOT-contracted personnel for review at annual vehicle inspections. These documents, as well as the agency's maintenance policies, will also be examined at program evaluations and other site visits.

AUDITS

FTA does not require an annual financial audit of a recipient when the assistance is provided solely in the form of capital equipment procured directly by the State. Normally, therefore, Section 5310 grantees do not require an annual audit. However, as recipients of federal funds and/or state assistance, ADOT's programs are subject to an audit and in any given year ADOT or federal auditors may choose to review financial records of recipients.

QUARTERLY REPORTING – SECTION 5316

Section 5316 reporting requirements must be met with a quarterly report through the COG or MPO to ADOT and must describe progress relative to the applicant's stated objectives and contract performance criteria. Reporting will be completed on a template provided by ADOT.

The FTA has identified two key reporting areas for the JARC program.

- Number of passenger trips (one way).
- Number of jobs accessed.

QUARTERLY REPORTING – SECTION 5317

Section 5317 reporting requirements must be met with a quarterly report through the COG or MPO to ADOT and must describe progress relative to the applicant's stated objectives and contract performance criteria. Reporting will be completed on a template provided by ADOT.

The FTA has identified three key reporting areas for the New Freedom program.

- Description of services beyond the requirements of the ADA.
- Number of passenger trips (one way) provided.
- Any changes to infrastructure (e.g., facilities, sidewalks, etc.), if appropriate.

QUARTERLY REPORTING – MOBILITY MANAGEMENT

Mobility Management reporting requirements must be met with a quarterly report through the COG or MPO to ADOT and must describe progress relative to the applicant's stated objectives, timeline, and contract performance criteria. Reporting will be completed on a template provided by ADOT.

ANNUAL REPORTING – VEHICLES

Central to the management responsibilities a recipient undertakes when they are awarded a vehicle is the commitment to comply with required annual vehicle inspections and annual reports. Recipients should expect annual vehicle inspections and an annual request for operational information via an Annual Report/Notice of Impending Vehicle Inspection inquiry. ADOT's Equipment Services Division staff statewide will conduct annual vehicle inspections and the Coordinated Mobility Programs Manager will contact new recipients and/or ADOT Equipment Services upon award or delivery of a vehicle to determine the precise reporting schedule in effect for that year. After the agency completes a vehicle inspection form (received via mail) for each vehicle an appointment for the inspections(s) will be made.

Annual reporting and vehicle inspections are requirements through the entire life of the vehicle, not just through the vehicle "useful life" and lien period. A lien release does not preclude a recipient from continued ADOT reporting requirements for as long as the vehicle remains in a recipient's fleet.

ACCIDENT REPORTING

Any vehicle damage and/or injuries requiring medical attention or hospitalization that results from, or is otherwise related to, vehicle operation (including passenger entry and exit) should be reported immediately to the Coordinated Mobility Programs Manager.

CHANGE IN EQUIPMENT STATUS OR CONDITION

Any extraordinary change in the status or condition of a vehicle or other capital equipment to include damage, operational failure, or legal involvement, must be reported to ADOT within 5 working days, even if satisfactory repair can be made within this period. Items such as flat tires, minor glass and paint scratches, minor “parking-lot dings,” other incidental body dents, and regular, non-accident related repair or normal replacement items are not subject to this requirement unless a vehicle is out of service for more than 24 hours.

D. PROCUREMENT

ADOT conducts the procurement for most vehicle purchases. Recipients should be aware that for specialized vehicles and other types of equipment not normally procured by ADOT, the recipient must qualify for and utilize the ADOT Section 5311 program’s Capital Procurement Handbook. The Capital Procurement Handbook provides the framework for purchases outside the ADOT direct procurement system. The Handbook is available online at mpd.azdot.gov/MPD/Transit_Programs_Grants/PDF/CapitalProcurementHandbook.pdf.

Applicants who procure equipment on their own must comply with all steps associated with major capital procurements, including, but not limited to, selecting an appropriate method of solicitation, advertisement, conducting a federally approved bidding process, contracting, and obtaining appropriate federal Buy America, Bus Testing, Lobbying and Debarment certifications. Recipients are advised to contact the ADOT Coordinated Mobility Programs Manager prior to engaging in any procurement activity, as all procurements require final ADOT approval.

ADOT Procurement and Available Vehicle Types

The ADOT led vehicle procurement process currently offers the following vehicle types:

- Maxivan With Lift - Raised-roof van with wheelchair lift, seats up to eight (8) ambulatory passengers and has 2 wheelchair (w/c) positions, (lessened ambulatory capacity with wheelchair occupancy);
- Cutaway With Lift - Raised-roof “body-on-chassis cutaway” with wheelchair lift, seats up to nine (9) ambulatory passengers and has 2 wheelchair positions (lessened ambulatory capacity with wheelchair occupancy);
- Minivan With Ramp: Minivan with one (1) wheelchair position and manual accessibility ramp, seats up to five (5) ambulatory passengers (lessened or no ambulatory capacity with wheelchair occupancy). Since this has limited seating, requests for this type of vehicle will reviewed on a case-by-case basis;
- Maxivan No Lift: A Twelve (12) passenger (including driver) Maxivan without a wheelchair lift;
- Minivan No Ramp: A Seven (7) passenger (including driver) minivan without a wheelchair lift.

Vehicle brand and configuration will be determined by ADOT.

Although every attempt is made to procure and deliver vehicles within one calendar year of the ADOT submittal of a statewide application to the FTA, longer periods are not uncommon, and is highly subject to invitation-for-bid and delivery schedules, ADOT staffing, and industry manufacturing cycles and inventories.

E. INSURANCE

MINIMUM REQUIRED INSURANCE COVERAGE

Recipients are responsible for acquiring and maintaining current, appropriate insurance on their capital equipment while under ADOT lien. Vehicle and large capital equipment require the recipient to list ADOT as the Certificate Holder, Loss Payee and Additional Insured on their policy.

It is critical that the vehicle operator ensure that it retains on file **up-to-date insurance**, that this information is readily available for review by ADOT and its auditors, and that a current insurance card is located in the vehicle at all times.

Vehicle collision and comprehensive insurance to cover liability and under/uninsured motorists is required in order to successfully apply for and operate an ADOT funded vehicle. Fair Market Replacement Value, as well as Collision and Comprehensive insurance, including fire, theft, and vandalism, in an amount not less than the actual purchase price of equipment, **is required** as follows:

VEHICLE SEATING CAPACITY (including driver)	LEVEL OF INSURANCE COVERAGE
8 or less passengers	\$1,000,000 auto liability \$ 300,000 uninsured motorist
9 to 15 passengers	\$1,000,000 auto liability \$300,000 uninsured motorist
16 + passengers	\$ 5,000,000 auto liability \$ 300,000 uninsured motorist

The Certificate of Insurance must be submitted to ADOT prior to taking delivery of the vehicle(s). In addition, a current copy of the Certificate must be included with the Annual Report/Notice of Impending Vehicle Inspection. A breakout of coverage, effective insurance dates and ADOT being listed as Certificate Holder, Additional Insured/Loss Payee and lien holder is then verified by ADOT.

PART V. FEDERAL AND STATE REQUIREMENTS

As a Federal program, Federal legislation and a variety of Federal regulations form the foundation of how the Coordinated Mobility Programs are operated. ADOT has developed procedures on how some of the Federal provisions are enacted in Arizona. In other cases, the requirement and language is straight from the Federal legislation and regulations.

In this section, the basic Federal and State requirements are summarized. In addition to reading the abbreviated summaries in this handbook, applicants are urged to read the applicable FTA Program and Office of Management and Budget Circulars for a more in-depth description of the Federal requirements.

A. PUBLIC INVOLVEMENT

Applicants are required to notify interested parties in the community of their intent to apply for **CAPITAL EQUIPMENT** funding under all Coordinated Mobility Programs. Operating or mobility management projects do not require public notice in advance of the application.

To complete the public involvement requirements, agencies are required to:

1. Place a public notice in a newspaper of general circulation in the vicinity of the project stating the intent of the applicant.
2. Send a letter to all public and private transportation providers notifying them of the same and inviting their participation.

NOTE: In the Maricopa and Pima urban areas, the Maricopa Association of Governments (MAG) and Pima Association of Governments (PAG) take care of the public notification responsibilities on behalf of the applicants in their area.

In addition, public agencies must also provide an opportunity for a public hearing if one is requested. ***This requirement does not apply to private non-profit agencies.*** Public notices shall be published in the newspaper(s) having general circulation in the vicinity of the proposed undertaking. If someone with a significant economic, social or environmental interest in the matter requests a hearing, such public hearings must be held at a place and time generally convenient for persons affected by the proposed undertaking and accessible to persons who are elderly or have disabilities. Provisions should be made at the hearing for submission of written statements, exhibits, or oral statements. As appropriate to the ethnic makeup of the community or upon request, translators should be provided for non-English speaking persons at the hearing. A

written summary of the oral proceedings must be prepared. In addition, requests for appropriate accommodation for persons with mobility, hearing or sight impairments must be honored.

With the exception of private non-profit providers in the MAG and PAG regions, all other private and public transit providers in the applicant's service area must be informed of the applicant's plans, via written notice, and provided with an opportunity to participate in the project. All replies of private and public sector providers must be included in the application. Supporting documentation must be provided if an applicant should deny existing private and public systems the opportunity to provide the service.

In Pima and Maricopa counties, the Pima Association of Governments or Maricopa Association of Governments may place a single public notice, which takes the place of the above requirements for individual notifications to providers, and offer to conduct a single public hearing on behalf of all applicants. However, it is recommended in these regions that applicants voluntarily notify all “obvious” organizations, agencies or companies within their service area which might have an interest in and wish to comment on their application.

Samples of public notice and public hearing documents are provided in the appendix.

B. CIVIL RIGHTS

All recipients of FTA assistance are responsible for compliance with all Civil Rights requirements applicable to transit related projects, including 49 U.S. 5332 (Nondiscrimination), Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity (EEO), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Disadvantaged Business Enterprise (DBE) program requirements, and DOT policy guidance concerning recipient's responsibilities to Limited English Proficient (LEP) persons (FRAC 5010.1D pg. II.8). Recipients also must include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. Recipients are required to have internal agency written policies in place to address compliance with these requirements.

Recipients must comply with current DBE, EEO, LEP and ADA regulation requirements, as identified in the respective assurances enclosed in the application/contract package. Failure by the recipient to carry out the terms of the DBE, EEO, LEP and ADA programs will be treated as a violation of the Grant Agreement.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

All approved applicants for funding that involve contracts with vendors outside of the vehicle procurement ADOT oversees (i.e.: Mobility Management, Operations) must either already have adopted ADOT's DBE program or have a policy stating they will adopt ADOT's DBE program.

Assurances: The contractor, recipients (including vehicle awardees) or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the sub-recipient deems appropriate.

The Objectives of the DBE Program are: The Arizona Department of Transportation's policy is to ensure nondiscrimination in the award and administration of DOT-assisted contracts in its highway, transit and airport financial assistance programs. To achieve this, ADOT will strive:

- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

Recipients of Coordinated Mobility Program funds should take affirmative steps to ensure that socially and economically disadvantaged business enterprises participate in the performance of contracts and subcontracts. This may mean as actual transportation service providers, or as suppliers of commodities or services needed in the operation of transportation service.

Where the recipient or contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, ADOT may declare the recipient or contractor in breach of contract, refer to 49 CFR pt. 26.

The ADOT Grant Administrator files semi-annual contracting activity reports to FTA. The recipients must submit all contract invoice activity through the Arizona Local Public Agency Contract Management System at <https://arizonalpa.dbesystem.com/> on a monthly basis or when invoicing occurs for that contract. If there are no contracts, the recipients should report to ADOT that they have no contracts every six months.

All applicants who receive preliminary approval for their project must notify the ADOT Civil Rights Office and inform them of all proposed contracting and purchasing opportunities in the project, and request the Program Administrator's assistance in locating and contracting with DBE's.

TITLE VI – NON DISCRIMINATION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin. Related laws and regulations, as cited below, prohibit discrimination on the basis of age and gender. Together these requirements are sometimes referred to as "Title VI." Specific citations for FTA provisions for grantees include:

- Title VI of the 1964 Civil Rights Act, Section 601.
- Section 19 of the Federal Transit Act provides guidance in the area of age and sex discrimination.
- FTA Circular 4702.1A, "Title VI Program Guidelines for FTA Recipients," outlines specific State and grantee requirements.

Recipients receiving funds or equipment from the Federal government through ADOT, are required to submit the following information as part of their application and annually thereafter, as long as a federal interest remains in their equipment or program:

- Concise description of any lawsuits or complaints alleging discrimination in service delivery;
- Status or outcome of any lawsuits or complaints;
- Activities (contracts, programs, policies, etc.) which are supportive of positive efforts to enhance the inclusion of all individuals in the recipient's employment or provision/receipt of service, regardless of race, color, creed, age or gender;
- Any Civil Rights reviews of their organization; and,
- Information on other Federal financial assistance applications.

Applicants (and subsequently, recipients annually) may be requested to provide information on the ethnic make-up of their organization (employees and clientele).

In addition, recipients must also have:

- A Title VI plan;
- A published complaint policy and procedure;
- A complaint log;
- A published Title VI notice to the public and instructions to the public regarding how to file a Title VI complaint including a copy of the complaint form;
- A copy of the recipient's plan for providing language assistance to persons with limited English proficiency; and
- A restriction against recipients investigating themselves to include a provision that complaints must be submitted to the ADOT Civil Rights Office.

LIMITED ENGLISH PROFICIENCY (LEP)

Limited English Proficiency (LEP) stems from Presidential Executive Order 13166 - http://www.fta.dot.gov/documents/LEP_Executive_Order.doc - and functions as a supporting element of Title VI-Non Discrimination. It is a provision which protects individuals utilizing services associated with these federally-assisted programs who do not speak English as their primary language; that is, they cannot speak, write or understand English to the degree they have difficulty understanding the program, or are otherwise uncomfortable communicating and interacting with persons administering or utilizing these programs. A number of indicators may (need to) be present which provide an operational definition of a person who is limited in their English proficiency for any particular region or locale; these factors and related information can be found at <http://www.fta.dot.gov/documents/Newlepguidance.doc> . An excerpt reads:

Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee; (2) the frequency with which LEP individuals come in contact with the program; (3) the nature and importance of the program, activity, or service provided by the recipient to people's lives; and (4) the resources available to the recipient and costs.

The applicant is required to certify that their agency provides reasonable alternate-language accommodation of individuals who are limited-English-Proficient or LEP, to the extent that the individuals represent a minority class that is sufficiently large enough to be described as a significant alternate language within the region or locale.

This status can be determined in a number of ways, one of the most useful may be information obtained from the local *school district* regarding predominant classes (i.e., alternate languages) of LEP individuals.

Reasonable accommodation for persons with LEP may range from information provided in a commonly observed pamphlet(s) or flyer(s) regarding the agency's services to volunteer or contracted interpreters. Although each situation may present its own unique circumstances, typically the agency *does not need to provide all* of its communications in the alternate language, but sufficiently enough for their services to adequately and clearly be conveyed to the requesting individual(s). Visit www.lep.gov or contact the ADOT Civil Rights Office for further information.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

As part of the Certifications and Assurances section of the application, the applicant agrees that it will not discriminate against any participant on the grounds of race, color, creed, gender, disability, age, or national origin. The applicant also agrees to take affirmative action to ensure applicants and employees are treated without regard to their race, color, creed, gender, disability, age, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. FTA Circular 4704.1, Equal Employment Opportunity Program Guidelines for FTA Recipients," outlines FTA EEO objectives. A copy of this and other FTA circulars is available from the ADOT Multimodal Planning Division.

Title I of the Americans with Disabilities Act also contains specific provisions prohibiting employment discrimination on the basis of disability and requiring employers to make reasonable accommodations for persons with disabilities.

AMERICANS WITH DISABILITIES ACT (ADA)

All ADOT recipients of vehicles and other FTA grant assistance must comply with the Americans with Disabilities Act of 1990. The ADA was enacted by Congress as a national mandate for the elimination of discrimination against individuals with disabilities. In addition, any new construction of public access facilities must have accessible features incorporated to provide accessibility to persons who are mobility-impaired. Recipients can stay apprised of ongoing ADA requirements by visiting the following website and subscribing to the online ADA newsletter published by the FTA at: <http://www.fta.dot.gov/civilrights/12325.html>.

Service Provisions: The ADA requires of transportation providers a number of specific service provisions to be in place and operational. During site reviews of

program recipients, ADOT staff will interview recipients regarding the status of the following ADA transportation service provisions:

- Maintenance of accessible features;
- Procedures to ensure lift vehicle availability;
- Lift and securement use (local policies and procedures);
- Announcement of stops (where applicable);
- Vehicle identification mechanisms in accordance with ADA;
- Service animals (what policies and procedures are in place which are in accordance with ADA?);
- Public information/communications (what actions are taken to apprise the disability community of transportation services available, and to otherwise ensure that persons with disabilities are given maximum opportunity to participate in the provision of services?);
- Lift deployment at stops, where requested;
- Service to persons using respirators or portable oxygen;
- Adequate time for vehicle boarding and disembarking (what actions are taken to ensure that reasonable time is provided?); and
- Training.

Recipients should undertake all reasonable means to provide for the needs of sight and hearing-impaired individuals in their communication within their facilities. Braille-etched sign and other forms of written communication as well as telephone devices for the hearing impaired are some examples of facility improvements, which are covered under the ADA.

ADA Vehicle Maintenance Guidelines: During the course of a recipient's participation in an ADOT program, maintenance of a grant funded vehicle(s) is a critical component of stewardship. The Certificate of Compliance with the Manufacturer's Maintenance Schedule, located in the Application/Contract, indicates that the signing party will abide by, or exceed, all manufacturers' recommendations related to vehicle servicing and other maintenance, including accessibility-related components and equipment. The ADA requires that:

- Public and private entities providing transportation services shall maintain in operative condition those features of facilities and vehicles that are required to make the vehicles and facilities readily accessible to and usable by individuals with disabilities. These features include but are not limited to, lifts and other means of

access to vehicles, securement devices, signage and systems to facilitate communications with persons with impaired vision or hearing.

- Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the entity shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.
- A system of regular and frequent maintenance checks of lifts is required. If a lift fails to operate when in service, the ADA requires the vehicle be taken out of service before the beginning of the vehicle's next service day and repair the lift before the vehicle returns to service. If there is a contract operator, the recipient must ensure the contractor notifies the recipient immediately of any failure of the lift to operate in service.
- If there is no spare vehicle to take the place of a vehicle with an inoperable lift, the recipient may keep the vehicle in service for no more than five days if it serves an area of 50,000 or less population or three days if it serves an area of 50,000 or more population.
- This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

C. DRUG-FREE WORKPLACE PROGRAM

All applicants are required to have in place a “Drug-Free Workplace” Certification (See the certificate, #3 General Assurances, in the Application/Contract). Section 5310, Section 5316, and Section 5317 recipients are not required to have a testing program and other extensive monitoring.

A Drug-Free Workplace certification should be posted in a publicly visible location, and the agency should conduct basic employee orientation regarding the use/abuse of drugs and alcohol in/affecting the workplace.

Holders of commercial drivers licenses (CDLs) who operate Commercial-class vehicles are subject to Federal Motor Carrier Safety Administration (FMCSA) rules for drug and alcohol testing. The vast majority of Coordinated Mobility Program funded projects use vehicles that do not require commercial licenses of drivers to operate. However, if vehicles require drivers with CDLs, FMCSA drug testing requirements apply.

Recipients should have established basic policies and procedures regarding what actions may be taken if drug or alcohol abuse in, or affecting, the workplace should occur. A Section 5311 Program recipient in your region may be able to assist in your development of a workable policy for your organization, as these agencies are required to have stringent testing and employee orientation policies in place. Contact ADOT's Section 5311 administrator, or if in a rural area your COG representative, for further information on the Section 5311 program nearest you.

Recipients may develop their own drug testing and monitoring policies and procedures as long as they comply with civil rights and other state and federal regulations governing such testing programs. All equipment operators must of course comply with state regulations regarding post-accident and reasonable cause testing which may be required of all motor vehicle operators by state and local law enforcement.

D. SCHOOL BUS REQUIREMENTS

Under FTA school bus requirements, set out under 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients may not engage in school bus operations exclusively for the transportation of students. These provisions derive from 49 U.S.C. 5302(a), which authorizes FTA assistance for mass transportation, but specifically exclude school bus service from such Federal assistance.

Providing Section 5310 vehicles for special needs schools, often referred to as schools for exceptional children, typically serving youth with mental and/or severe learning disabilities, is a popular and permitted use. In these circumstances, the applicant must be aware of any other state or federal school transportation requirements which may prohibit use of the Section 5310 type of vehicle.

E. LOBBYING

Applicants must certify that no Federal funds have been used to influence Federal employees or Federal elected officials. The applicant also must certify that if non-Federal funds have been used for this purpose, then the applicant has filed appropriate Federal disclosure forms of this activity. This certification applies to all applicants.

F. DEBARMENT AND SUSPENSION

In order to protect the public interest, it is the policy of the Federal Government and the Arizona Department of Transportation to conduct business only with responsible persons/recipients.

Primary covered transactions: Except to the extent prohibited by law, persons who are debarred or suspended shall be excluded from primary covered transactions as either participants or principals throughout the Executive Branch of the Federal Government for the period of their debarment, suspension, or the period they are proposed for debarment under 48 CFR part 9, subpart 9.4. Accordingly, no agency shall enter into primary covered transactions with such excluded persons during such period, except as permitted pursuant to Sec. 29.215.

Lower tier covered transactions: Except to the extent prohibited by law, persons who have been proposed for debarment under 48 CFR part 9, subpart 9.4, debarred or

suspended shall be excluded from participating as either participants or principals in all lower tier covered transactions (see Sec. 29.110(a)(1)(ii)) for the period of their exclusion.

G. LABOR PROTECTION

Section 13 of the Urban Mass Transportation Act of 1964, as amended, specifies that as a condition to any financial assistance, fair and equitable arrangements be made to protect the interests of employees of transit providers, which may be affected by the project receiving such assistance.

Applicants must provide the required labor protection information. On an annual basis ADOT is required to certify to the Department of Labor that 5310/5311/5316/5317 recipients are in compliance with terms and conditions of the Special Section 13(c) Warranty.

PART VI. APPENDIX

- A. Annual Recipient Report and Vehicle Inspection Form
- B. Sample Public Notice and Public Hearing Documents
- C. Passenger Trip Calculation Worksheet

A. SAMPLE ANNUAL RECIPIENT REPORT

ARIZONA DEPARTMENT OF TRANSPORTATION



Multimodal Planning Division
Sections 5310 / 5311 / 5316 / 5317
206 South 17th Avenue, 340B
Phoenix, Arizona 85007

SAMPLE ANNUAL RECIPIENT REPORT

TO: SUSAN BROWN ARIZONA FOUNDATION 440 W. GLENVIEW SOMEWHERE, AZ 86000	RE: NOTICE OF IMPENDING VEHICLE INSPECTION ARIZONA FOUNDATION (COG/MPO)
--	--

SECTION 1: INSTRUCTIONS

1. Be advised you will be contacted soon to schedule your time and location for your vehicle inspection.
2. Please fill in ALL blanks on this form.
3. Mail this form back to ADOT at the above address.

SECTION 2: PLEASE REVIEW AND CORRECT THE FOLLOWING INFORMATION IF NECESSARY

Contact:	Susan Brown	_____
Provider:	ARIZONA FOUNDATION	_____
Address:	440 W. Glenview	_____
City:	Somewhere	_____
Zip:	86000	_____
Phone:	(520) 123-0000	_____
Fax:	(520) 456-0000	_____
Email:	sbrown@thearizonafound.xyz	_____
Name of person completing this report		_____

SECTION 3: GENERAL QUESTIONS ABOUT YOUR AGENCY

1. Enter the total number of vehicles that you are currently operating, regardless of funding source. Vehicles: _____
 2. Since your last performance report, have you encountered any major transportation operations problems that have been difficult to resolve? A major transportation operations problem is a recurring problem that has lasted for more than one month. (Select all that apply)

If "other", please specify: _____

- | |
|--|
| <input type="checkbox"/> Drivers/Staffing |
| <input type="checkbox"/> Fuel Costs |
| <input type="checkbox"/> Travel Distances |
| <input type="checkbox"/> Funding |
| <input type="checkbox"/> Mechanical repair |
| <input type="checkbox"/> Training |
| <input type="checkbox"/> Routine Vehicle |
| <input type="checkbox"/> Maintenance |
| <input type="checkbox"/> Insurance |
| <input type="checkbox"/> Other <input type="checkbox"/> None |

SECTION 4: QUESTIONS ABOUT YOUR VEHICLES

1. What type of service is the vehicle operated in? (Select one)

☐ Demand Response
☐ Fixed Route
☐ Deviated Fixed route
☐ Other

 If "other", please specify: _____

2. Is the vehicle being used daily, as a backup, or is it out of service?

☐ In service daily
☐ Backup
☐ Out of service

3. Verify the vehicle base. At what address is the vehicle parked overnight?
 Address: _____

4. Enter the annual miles of service this vehicle drove during the last year. (Oct – Sep)

Miles: _____

5. Enter the annual maintenance cost for this vehicle. (Oct – Sept)

Cost: \$ _____

6. Enter the annual cost of operating this vehicle. (Oct – Sept)(5310 Only)

Cost: \$ _____

7. Enter the annual number of passenger trips taken on this vehicle. (Oct – Sept) (5310 Only)

Trips: _____

8. Enter the number of revenue hours this vehicle operated per week.

Hours: _____

9. Does your insurance certificate show ADOT as additional insured and loss payee?

Yes/No

10. Does the vehicle have at least \$300,000 in uninsured motorist coverage?

Yes/No

11. If the vehicle has a capacity of 16 or more, does the vehicle have at least \$5 million in liability coverage? Or, if the vehicle has a capacity of 15 or fewer, does it have at least \$1,000,000 in liability coverage?

Yes/No

12. Since your last inspection, has the vehicle had any major mechanical problems requiring repairs over \$1,000?

Yes/No

 If yes, identify the problem (select all that apply):

☐ Powertrain ☐ Electrical System
☐ Lift ☐ A/C
☐ Body/doors ☐ Tires/wheels
☐ Hydraulics ☐ Other

 If "other", please specify: _____

A. SAMPLE VEHICLE INSPECTION FORM

FTA ANNUAL VEHICLE INSPECTION		2011
COMPONENTS INSPECTED:		
TASK DESCRIPTION: BRAKES		
	<u>OK</u>	<u>REPAIR</u>
ADJUSTMENT		
MECH. COMPON		
DRUM/ROTOR		
HOSE/TUBING		
LINING		
PARKING BRAKES		
OTHER: (describe)		
TASK DESCRIPTION: EXHAUST		
	<u>OK</u>	<u>REPAIR</u>
LEAKS		
PLACEMENT		
OTHER: (describe)		
TASK DESCRIPTION: LIGHTING		
	<u>OK</u>	<u>REPAIR</u>
HEADLIGHTS		
TAIL/STOP		
CLEARANCE/MARKER		
IDENTIFICATION		
REFLECTORS		
OTHER (describe)		
TASK DESCRIPTION: CAB/BODY		
	<u>OK</u>	<u>REPAIR</u>
ACCESS		
EQUIPMENT/LOAD SECURE		
TIE-DOWNS		
OTHER (describe)		
TASK DESCRIPTION: STEERING		
	<u>OK</u>	<u>REPAIR</u>
ADJUSTMENT		
COLUMN/GEAR		
AXLES		
LINKAGE		
POWER STEERING		
OTHER (describe)		
TASK DESCRIPTION: FUEL SYSTEM		
	<u>OK</u>	<u>REPAIR</u>
TANK(S)		
LINES		
OTHER (describe)		
TASK DESCRIPTION: SUSPENSION		
	<u>OK</u>	<u>REPAIR</u>
SPRINGS		
ATTACHMENTS		
SLIDERS		

OTHER (describe)		
TASK DESCRIPTION: FRAME		
MEMBERS	<u>OK</u>	<u>REPAIR</u>
CLEARANCE		
OTHER (describe)		
TASK DESCRIPTION: TIRES		
TREAD	<u>OK</u>	<u>REPAIR</u>
INFLATION		
DAMAGE		
OTHER (describe)		
TASK DESCRIPTION: WHEELS/RIMS		
FASTENERS	<u>OK</u>	<u>REPAIR</u>
DISC/SPOKES		
OTHER (describe)		
TASK DESCRIPTION: BODY/MISC		
MIRRORS	<u>OK</u>	<u>REPAIR</u>
WINDSHIELD		
WIPERS		
DECALS		
OTHER (describe)		
TASK DESCRIPTION: WHEEL CHAIR LIFT INSPECTION		
WHEEL CHAIR LIFT	<u>OK</u>	<u>REPAIR</u>
<p><u>COMMENTS:</u></p> <p>WHEEL CHAIR LIFT INSPECTION CHECKLIST (IF APPLICABLE) THE FOLLOWING OPERATIONS & CONDITIONS MUST BE FUNCTIONALLY VERIFIED IN ORDER FOR THE LIFT TO BE FMVSS 403/404 COMPLIANT:</p> <ol style="list-style-type: none"> 1. VEHICLE MOVEMENT IS PREVENTED UNLESS THE LIFT DOOR IS CLOSED 2. LIFT OPERATION SHALL BE PREVENTED UNLESS THE VEHICLE IS STOPPED AND VEHICLE MOVEMENT IS PREVENTED. 3. THE PLATFORM WILL NOT FOLD/STOW IF OCCUPIED 4. THE INNER ROLL STOP WILL NOT RAISE IF OCCUPIED 5. THE OUTER BARRIER WILL NOT RAISE IF OCCUPIED 6. VERIFY PLATFORM LIGHTING WHEN LIFT IS DEPLOYED AND PENDANT ILLUMINATION WHEN LIFT IS POWERED 7. A WARNING WILL ACTIVATE IF THE THRESHOLD AREA IS OCCUPIED WHEN THE PLATFORM IS AT LEAST ONE INCH BELOW FLOOR LEVEL. 8. PLATFORM MOVEMENT IS PROHIBITED BEYOND THE POSITION WHERE THE INNER ROLL STOP IS FULLY DEPLOYED (UP) 9. PLATFORM MOVEMENT SHALL BE INTERRUPTED UNLESS THE OUTER BARRIER IS DEPLOYED (UP) 		

B. SAMPLE PUBLIC NOTICE AND PUBLIC HEARING DOCUMENTS

SAMPLE OF PUBLIC NOTICE

The following is a sample of a public notice to be published once in a newspaper of general circulation in the community in which the service is to be offered. Your notice must include the ADA provision as stated, or use essentially similar language to that noted below. The notice must be published sufficiently in advance to allow at least a 15-day response period for affected transportation providers within the applicant's service area, prior to the applicant's submittal of its application to the COG/MPO. **A copy of this notice is to be included with your application.** (In some areas the COG/MPO places the public notice for all interested agencies. Check with your COG before placing your notice and be sure to include a copy of the notice even if placed by the COG/MPO.)

PUBLIC NOTICE

This is to notify all interested parties that _____ is applying for an accessible van-type vehicle under the Elderly Individuals and Individuals with Disabilities Program (49 U.S.C. § 5310). The vehicle will be used to transport those elderly and disabled persons in the area of _____, on a fixed route or demand responsive basis, at least 5 days per week and up to 24 hours per day.

Pursuant to the Americans with Disabilities Act (ADA) of 1990, this notice additionally serves to inform interested parties that request may be made of the applicant for accommodation of "special needs" for a person(s) with a disability(s) to have maximum feasible opportunity for physical and information access to and regarding the above proposed project.

Anyone wishing to comment on this application should do so by _____, 20__, to Community Service Organization, 123 Saguaro Blvd., Somewhere, Arizona 85000. Any public or private transit or paratransit operator wishing to provide an equivalent service to that proposed above should submit to the above named agency within 30 days, a written proposal detailing the service that operator would provide.

Published: ARIZONA LEDGER, _____, 20__

Required of Public Agency applicants only.

Public agencies are required to post a public hearing if they are requested to do so by a party interested in their application.

SAMPLE LANGUAGE FOR NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by (applicant) at (address of hearing location) at (time and date) for the purpose of considering a project for which financial assistance is being sought from the U.S. Department of Transportation. Grant funds will be used to (describe project, including location, items to be purchased, etc.).

At the hearing, (applicant) will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic and environmental aspects of the project. Interested persons may submit oral or written evidence and recommendations with respect to said project.

A copy of the grant proposal is currently available for public inspection at (location).

Applicant's Authorized Representative

SAMPLE LETTER OF NOTIFICATION TO OTHER PROVIDERS

APPLIES TO RURAL APPLICANTS ONLY (CAAG, SEAGO, WACOG, NACOG REGIONS)

The following is a sample notification letter to be sent to every public and private transportation service agency/business in your service area. This letter supplements the public hearing notice and does not replace it. Maricopa and Pima county applicants are exempt from sending this letter as MAG and PAG are responsible for notification requirements.

(Use your letterhead)

S A M P L E

Dear _____:

This is to notify you that **(your agency)** is applying for financial assistance under the ADOT Elderly Individuals and Individuals with Disabilities Program authorized under 49 U.S.C. Section 5310 for capital assistance. **(Your agency)** has requested

(Give a brief but complete description of the equipment your agency has requested and what it will be used for. Include: 1. The Service Area; 2. Days and Hours of Operation; 4. Fare Schedule, if any. Attach more detailed information, if appropriate.)

The purpose of this letter is to advise you of our application and to insure that this proposal would not represent a duplication of your service. Private and public transit and paratransit operators may receive reimbursement funds through purchase of service agreements. Therefore, we solicit your involvement in our proposed service.

I ask that you contact this office in writing within 10 days if you believe that you can provide all or a part of this service or if you have specific objections to the proposed project. In your letter you should state your specific objections or counter proposal. If you support the application, please complete the enclosed sign-off letter and return it to this office.

Our address is: **(your address)**

Also, please send a copy of your letter to the Arizona Department of Transportation, which is the funding agency for the Rural Public Transportation Program. Their address is:

Arizona Department of Transportation
206 South 17th Avenue, Room 340 B
Phoenix, Arizona 85007

Should you desire any additional information on the proposed service, please contact me at _____.

Sincerely,

C. PASSENGER TRIP CALCULATION WORKSHEET

PASSENGER TRIP CALCULATION WORKSHEET

(This worksheet is to be used in conjunction with related questions of the application)

This worksheet explains the way passenger trips are calculated for the Section 5310 program. Use the following formulas as a guideline in calculating passenger trip numbers for the application.

Note: 1 passenger “trip” is a one-way boarding and de-boarding of a passenger on a vehicle, discounting incidental stops such as a one minute letter drop off of a letter as part of a “larger” (primary purpose) trip. Two options are provided for some of the calculations.

Trip Examples:

- ☐ 4 people board a van at a local senior center and then get off (deboard) at the local grocery store. This routing counts as 4 passenger trips. The van is idle until it picks up the same people at the grocery store later and returns them to the senior center. This return route counts as an additional 4 trips. This van has provided 8 one-way trips that day for 4 individuals.
- ☐ 1 person boards a van and is taken to the doctor. This counts as 1 trip. While “waiting” for this person’s one-hour appointment, the driver picks up 3 additional people at the adjacent clinic and takes them to the senior center. Add 3 trips. The driver returns to pick up the person visiting the doctor and returns her to the senior center. Add 1 trip. This vehicle has provided 5 one-way passenger trips for 4 individuals. Three people each made one one-way trip and one person made two one-way trips.
- ☐ 10 people are picked up at the agency’s rehabilitation center in the morning and taken on a driving field trip where the only stop is a brief restroom break. The van returns these 10 individuals to the center at the end of the excursion. 10 one-way passenger trips were made by the van this day.

Daily and Weekly Trips (Use either method)	(1) Average number of people riding each day		Average number of trips each person makes in a day		Average daily ridership	Times five days equals	Average weekly one-way ridership
		x		=		X 5 =	
	(2) Average number of people riding each week		Average number of trips each person makes each week		Average weekly one-way ridership		
		x		=			
Annual Trips	Average weekly one-way ridership		Times 50 weeks		Average annual one-way ridership		
			x 50	=			
Annual Service Miles	Average number of miles vehicles will travel daily with passengers onboard		Five days weekly		Times 50 weeks per year		Annual service miles
		x	5	=	x 50	=	



Gila County, d.b.a. Gila Employment and Special Training

Arizona Department of Transportation

MEMBER OF WHICH COG OR MPO?

2012 COORDINATED MOBILITY APPLICATION

X 5316 Job Access Reverse Commute (JARC)

For Which Program(s) Are You Applying?

For Which Program(s) Are You Applying?

For Which Program(s) Are You Applying?

Submitted by Agency:	Gila County, d.b.a. Gila Employment and Special Training
Name of Contact Person:	David B. Caddell
Email:	dcaddell@gilacountyaz.gov
Phone:	(928) 402-8664

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION
FFY 2012 APPLICATION CHECKLIST

COG/MPO Checklist	Applicant Checklist	REQUIRED DOCUMENTS
		Cover Page (Requires Legal Entity Name, COG/MPO Identification, and Identification of Programs for which you are applying. Logo Insert is Optional.)
		Summary Page (Requires Narrative Answers to Questions)
		Applicant Information
		Training
		Coordination
		Certified Copy of Articles of Incorporation OR IRS 501(c)(3) Letter of Exemption (Private Non-Profit Agency Only)
		Public Notice (Insert)
		Authorization to Apply (Insert) (Board Minutes, Letter, and/or Resolution)
		Notice to Providers (Insert)
		Map of Service Area (Insert)
		MAG Commitment to Strategies (Applicants within Maricopa Assn of Govts. (MAG) only)
		Civil Rights, Title VI, EEO, LEP, DBE, ADA, Security, Drug/Alcohol Free, Safe Environment
		5310 Project Details (5310 REQUESTS ONLY) (5310 Grant Request Detail, 5310 Budget Detail, Description of Existing Transportation Services)
		5316 Project Details (5316 REQUESTS ONLY) (5316 Grant Request Detail, 5316 Budget Detail, Description of Existing Transportation Services)
		5317 Project Details (5317 REQUESTS ONLY) (5317 Grant Request Detail, 5317 Budget Detail, Description of Existing Transportation Services)
		Mobility Management Project Details (MOBILITY MANAGEMENT REQUESTS ONLY) (Mobility Management Grant Request Detail, Mobility Management Budget Detail)
		Vehicle Inventory
		Power of Attorney (Required ONLY If Requesting a Vehicle)
		Contract (Final Requires Agreement Contact Information, Signatory Name & Title, and Legal Signature)
		Legal Determination (Required from all Government entities; Optional for all other applicants.)
		FTA 2012 Certifications and Assurances Checklist (Requires Initials)
		FTA Federal Affirmation (Legally Authorized Signature and Attorney Signature required from All Applicants)
		Exhibit A Project (At time of application, the application itself provides the Project details. After award, Exhibit A will be populated with actual award information and at that time an authorized signature will be required.)
		FTA 2012 Certifications and Assurances

Gila County, d.b.a. Gila Employment and Special
2012 COORDINATED MOBILITY APPLICATION
APPLICATION SUMMARY

5316 Job Access Reverse Commute (JARC)
For Which Program(s) Are You Applying?
For Which Program(s) Are You Applying?
For Which Program(s) Are You Applying?

points stand out.

Answer the following: Who, What, Where, When, Why and How.

(When you type the answers in the boxes, they will automatically resize with your content.)

1. Who are you, and who do you serve?

Gila County, d/b/a Gila Employment and Special Training is a program within Gila County Community Services Division, we provide services to individuals that live in and around Gila County. We have contracts to provide services to individual that are currently receiving services thru Arizona Department of Economic Security, Division of Developmental Disabilities and Rehabilitation Services which includes transportation for employment and other related services/transportation needs. The Gila County Community Services Division mission statement is "Improving the quality of life for all residents, one life at a time." The mission of the GEST program is "Improving the Quality of Life for All Residents through Self Sufficiency." Service are provided within the boundaries and surrounding area of Gila County to all qualifying Gila County residents.

2. What are you asking for:

Operating Funds (50-50 Match) under the Mobility Management Budget in the amount of \$60,000.00 (\$30,000.00 Federal Amount plus \$30,000.00 in Match).

3. Where and When are your services (boundaries and times):

Service is currently provided Monday through Friday, excluding legal holidays, 6:00 am to 5:00 pm or later as needed. Our services area is all of Gila County, including the San Carlos Apache Reservation. We wish to expand service to include evening and weekend service for qualified consumers in our service area. We also provide transportation to and from the valley for doctor appointments, shopping, employment, etc... on as needed basis. Our system provides specific individualized transportation to all medical, shopping, and human service programs within our geographical area (Gila County) for all qualified consumers. This is on as requested, and as needed basis. Transportation may be related to employment, medical/nutritional needs, socialization, or

4. Why do you need this request? (Your need)

Our Service request and client's services has increased since we applied in 2011, this funding amount will allow our program to expand our current coverage and allow more staff to provide the nessacessary tranportation that our individuals need. Our system provides specific individualized transportation to all medical, shopping, and human service programs within our geographical area (Gila County) for all qualified consumers. This is on an as requested, as needed basis. Transportation may be related to employment, medical/nutritional needs, socialization, or various service appointments. Although the majority of our consumers are referred through

5. How will you maintain your program and the vehicles, and pay for your match for the request?:

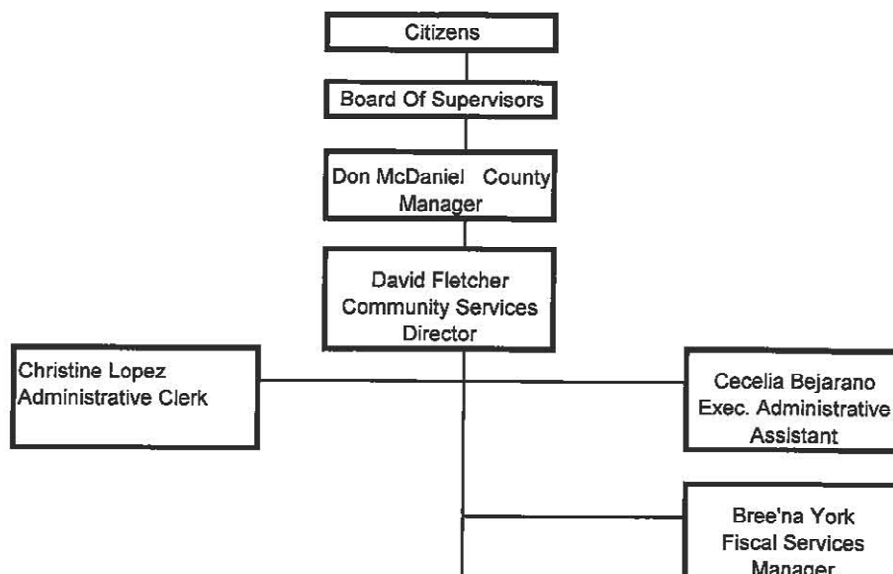
The program is a fee for service program, we are reimbursed for services that we provide under our contracts with AZDES/Division of Developmental Disabilities and AZDES/Rehabilitation Services Administration. Our vehicles are maintained by the Gila County Vehicle Maintainece Department, every 3,000 miles they are scheduled for regualr vehicle maintance as required by the vehicle manufacture, and other items that need repairs, example: tires, etc...are scheduled as needed. GEST

6. Briefly describe your organizational structure.

The Gila Employment and Special Training (GEST) program falls under the jurisdiction of the Gila County Board of Supervisors. The Gila County Board of Supervisors is a three member board elected by Gila County voters to represent all areas of Gila County. The GEST program is housed

7. Insert an Organizational Chart:

**Community Services Organization Chart April 24, 2012
(GEST Detailed)**





ARIZONA DEPARTMENT OF TRANSPORTATION
Multimodal Planning Division
Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION
FOR 5310, 5316, 5317 PROGRAMS

Gila County, d.b.a. Gila Employment and Special Training -- APPLICANT INFORMATION					
Service Area:	<input checked="" type="checkbox"/> Rur <input type="checkbox"/> Urb <input type="checkbox"/> Boi	COG/MPO Region	<small>NUMBER OF WHICH COG OR MPO?</small>	Congressional District:	1
<small>Mouse over for Congressional District Information http://www.govtrack.us/congress/findyourreps.xpd?state=AZ</small>					
Applying For:	<input type="checkbox"/> 5310 Vehicle, Radios, etc.	<input type="checkbox"/> Mobility Management		Union Labor?	
	<input type="checkbox"/> 5316 Capital request: Vehicle, radios, computers, software, etc.				
	<input type="checkbox"/> 5317 Capital request: Vehicle, radios, computers, software, etc.	<input checked="" type="checkbox"/> 5316 Operating		<input checked="" type="checkbox"/> No <input type="checkbox"/> Ye	
		<input type="checkbox"/> 5317 Operating			
Applicant Status: <input type="checkbox"/> Private/Non-Profit <input type="checkbox"/> Private/For-Profit <input checked="" type="checkbox"/> State/Local Government <input type="checkbox"/> Operator of Public Transportation <input type="checkbox"/> Federally Recognized Tribe					
TAX IDENTIFICATION NUMBER		86-6000444		DUNS NUMBER	24071339

1.	Agency Name	Gila County, d.b.a. Gila Employment and Special Training			Umbrella Provider?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
	Primary Contact	David B. Caddell	Phone	(928) 402-8664	Email	dcaddell@gilacountyaz.gov	
	Alternate Contact	David JH Fletcher	Phone	(928) 425-7631	Email	dfletcher@gilacountyaz.gov	
	Street Address	5515 S. Apache Ave. Suite 200	City	Globe	AZ	Zip Code	85501
	Mailing Address	Same as Above	City		AZ	Zip Code	

2.	Unionized Labor Contact Information						
	Union Name						
	Primary Contact		Phone		Email		
	Mailing Address		City		AZ	Zip Code	
	Alternate Contact		Phone		Email		
	Mailing Address		City		AZ	Zip Code	

1.	Transportation Provider / Location Where Vehicle(s) Housed						
	Agency Name	Gila County, d/b/a Gila Employment and Special Training			AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes		
	Primary Contact	David B. Caddell	Phone	(928) 402-8664	Email	dcaddell@gilacountyaz.gov	
	Alternate Contact	David JH Fletcher	Phone	(928) 425-7631	Email	dfletcher@gilacountyaz.gov	
	Street Address	5515 S. Apache Ave. Suite 200	City	Globe	AZ	Zip Code	85501
	Mailing Address	Same as Above	City		AZ	Zip Code	

2.	Transportation Provider / Location Where Vehicle(s) Housed						
	Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes		
	Primary Contact		Phone		Email		
	Alternate Contact		Phone		Email		
	Street Address		City		AZ	Zip Code	
	Mailing Address		City		AZ	Zip Code	

3.	Transportation Provider / Location Where Vehicle(s) Housed						
	Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes		
	Primary Contact		Phone		Email		
	Alternate Contact		Phone		Email		
	Street Address		City		AZ	Zip Code	
	Mailing Address		City		AZ	Zip Code	

4. **Transportation Provider / Location Where Vehicle(s) Housed**

Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Primary Contact		Phone		Email	
Alternate Contact		Phone		Email	
Street Address		City		AZ	Zip Code
Mailing Address		City		AZ	Zip Code

5. **Transportation Provider / Location Where Vehicle(s) Housed**

Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Primary Contact		Phone		Email	
Alternate Contact		Phone		Email	
Street Address		City		AZ	Zip Code
Mailing Address		City		AZ	Zip Code

6. **Transportation Provider / Location Where Vehicle(s) Housed**

Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Primary Contact		Phone		Email	
Alternate Contact		Phone		Email	
Street Address		City		AZ	Zip Code
Mailing Address		City		AZ	Zip Code

7. **Transportation Provider / Location Where Vehicle(s) Housed**

Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Primary Contact		Phone		Email	
Alternate Contact		Phone		Email	
Street Address		City		AZ	Zip Code
Mailing Address		City		AZ	Zip Code

8. **Transportation Provider / Location Where Vehicle(s) Housed**

Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Primary Contact		Phone		Email	
Alternate Contact		Phone		Email	
Street Address		City		AZ	Zip Code
Mailing Address		City		AZ	Zip Code

9. **Transportation Provider / Location Where Vehicle(s) Housed**

Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Primary Contact		Phone		Email	
Alternate Contact		Phone		Email	
Street Address		City		AZ	Zip Code
Mailing Address		City		AZ	Zip Code

10. **Transportation Provider / Location Where Vehicle(s) Housed**

Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Primary Contact		Phone		Email	
Alternate Contact		Phone		Email	
Street Address		City		AZ	Zip Code
Mailing Address		City		AZ	Zip Code

11. **Transportation Provider / Location Where Vehicle(s) Housed**

Agency Name				AZ Certified DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Primary Contact		Phone		Email	
Alternate Contact		Phone		Email	
Street Address		City		AZ	Zip Code
Mailing Address		City		AZ	Zip Code

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

DRIVER AND STAFF TRAINING

1. **Check all trainings your agency or ADOT has or has not provided to your drivers:**

Training Course	Provided in the last year?		Training Scheduled?		Training provided by
Defensive Driving	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	In house
First Aid - CPR	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	In house
Blood Borne Pathogens	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	In house
Accident Reporting	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	In house
Emergency Response	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	In house
PASS (Passenger Assist)	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Training Providers
ADA Training	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	In house

Other: (List below)	Provided in the last		Training		Training provided
Direct Care Worker	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	In house
Article 9/CIT I/II	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Training Providers

2. **Number of trained drivers in your program?** 9

3. **Do you use volunteer drivers?** ☒ No ☐ Yes **How many?**

4. **Any accidents within the last year?** ☐ No ☒ Yes **How many?**

Briefly explain below the type of accident(s), and the resolution:

A staff backed into a light pole, caused no damage to the pole, minor damage to rear bumper.
Vehicle was hit by a another person while GEST vehicle was parked. Staff scraped side of vehicle on a fence post.

By signing this Application/Contract, the signatory attests to the accuracy of all information provided, that the agency has the matching funds required, and the funding available to maintain the project for the duration of the contract.

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

COORDINATION

1	Does your agency attend Regional Coordination Meetings?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Indicate on which page(s) your agency is listed in your Coordination Plan.	40
3	Do you coordinate services with other transit programs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	If no, explain. If yes, who do you coordinate with, and why?	
	Cobre Valley Transit, we assist our clients to schedule transportation when available.	
4	Do you have a contingency plan for transport if your vehicles or drivers are not available?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Please explain below:	
	We have additional vehicles and staff available to provide transportation.	
5	Do you have at least one working vehicle with a lift?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	If not, do you have an agreement with another agency to provide service?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Please explain below:	
6	Is this grant request a coordination project with another agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If yes, please explain:	

COORDINATION CERTIFICATION

Gila County, d.b.a. Gila Employment and Special Training

By signing this Application/Contract, the signatory certifies that the grant application requesting federal funding for Section 5310, 5316, and 5317 was derived from the regional coordinated human services transportation planning process, and that the agency has participated in the coordination meetings, plan and process. Further, the agency agrees to continue to participate in coordination efforts, attend meetings, and engage in local and regional coordination activities, to the best of its ability.

OFFICIAL REVIEWER USE ONLY: (COG/MPO REPRESENTATIVE):

PRINT NAME and TITLE of COG/MPO REPRESENTATIVE

SIGNATURE OF COG/MPO REPRESENTATIVE

DATE SIGNED

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

Private Non-Profit Agency

Insert a Certified Copy of Articles of Incorporation OR IRS 501(c)(3) Letter of Exemption here.

Instructions

OPTION 1: COPY from your document and PASTE here.

OPTION 2: Embed a Document

In the tabbed menu, choose *Insert*

In the Text menu, choose *Object*

From the pop up menu tabs, choose "*Create from File* "

Select the *Browse* button and locate the appropriate file to insert. Once located, select *OK* .

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

Insert your Public Notice Here.

Government Agencies must also insert the notice of public hearing on this page.

Instructions

OPTION 1: COPY from your document and PASTE here.

OPTION 2: Embed a Document

In the tabbed menu, choose *Insert*

In the Text menu, choose *Object*

From the pop up menu tabs, choose "*Create from File* "

Select the *Browse* button and locate the appropriate file to insert. Once located, select *OK* .

Notice to WACOG members: The notice is published by WACOG. They will either provide a copy for your insertion or will insert it on your behalf.

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

Insert your Board Meeting Minutes or Letter Authorizing Grant Submission
Government Agencies must insert their Resolution

Instructions

OPTION 1: COPY from your document and PASTE here.

OPTION 2: Embed a Document

In the tabbed menu, choose *Insert*

In the Text menu, choose *Object*

From the pop up menu tabs, choose "*Create from File* "

Select the *Browse* button and locate the appropriate file to insert. Once located, select *OK* .

--

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

Insert your Notification to Other Providers of Intent to Apply

Instructions

OPTION 1: COPY from your document and PASTE here.

OPTION 2: Embed a Document

In the tabbed menu, choose *Insert*

In the Text menu, choose *Object*

From the pop up menu tabs, choose "*Create from File* "

Select the *Browse* button and locate the appropriate file to insert. Once located, select *OK* .

--

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

Insert your MAP of Service Area

Instructions

OPTION 1: COPY from your document and PASTE here.

OPTION 2: Embed a Document

In the tabbed menu, choose *Insert*

In the Text menu, choose *Object*

From the pop up menu tabs, choose "Create from File "

Select the *Browse* button and locate the appropriate file to insert. Once located, select *OK* .



Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

Applicants within Maricopa Association of Governments (MAG) ONLY

Gila County, d.b.a. Gila Employment and Special Training

Submit this certification to MAG on or before application to ADOT.

2012 Commitment to Strategies for FTA Section 5310, 5316 and 5317 Applicants

SAFETEA-LU requires any agency applying for Section 5310 funds (Elderly Individuals and Individuals with Disabilities); Section 5316 funds (Job Access and Reverse Commute); and/or Section 5317 funds (New Freedom) funds; to respond to a locally derived human services transportation coordination plan. Agencies will demonstrate compliance with the 2009 MAG Human Services Coordination Transportation Plan Update as evidenced by the following:

- a. Attendance at designated human services transportation meetings to assist in the development and implementation of regional coordination planning.
- b. Compliance with information and data requests to aid in the collaborative efforts of the planning process.
- c. Demonstrated support and achievement of goals in the plan as appropriate and identified in the plan.

Agency data gathering and feedback is a valued part of the regional human services transportation coordination effort. Strategies identified in the coordination process are the collaborative effort of all participating agencies. A successful and relevant plan will assist the agencies in their mission to serve elderly persons, and persons with disabilities and low income.

I do hereby agree, on behalf of my organization, that we will actively support strategies developed in the plan in compliance with SAFETEA-LU regulations. Our participation will continue throughout the term of the grant.

Print Name of Authorized Official

Title of Official

Signature of Authorized Official

Date

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

CIVIL RIGHTS QUESTIONS

All recipients of FTA assistance are responsible for compliance with all Civil Rights requirements, including 49 US 5332 (non discrimination), Title VI of the Civil Rights act of 1964, Equal Employment Opportunity (EEO), Section 504 of the Rehabilitation Act of 1973, ADA, Disadvantage Business Enterprise (DBE) program requirements, and Limited English Proficient (LEP). Recipients also agree to include these assurances and policies in each subcontract financed in whole or in part with Federal funds provided by FTA.

Civil Rights Complaints:

1. ☒ No ☐ Yes Have there been any civil rights complaints, lawsuits, allegations or legal actions filed against your agency in the last two years?

If yes, please explain the nature of the complaint(s):

TITLE VI

Title VI is a federal law ensuring non-discrimination in all programs and services provided by federal aid recipients.

2. ☐ No ☒ Yes Are the services provided by your agency accessible to your clients, regardless of race, color, national origin, gender, age or disability?
3. ☐ No ☒ Yes Does your Title VI policy state that complaints received against the agency will be investigated by ADOT Civil Rights?
4. ☐ No ☒ Yes Have you reported your Title VI civil rights complaints to ADOT for further investigation?

Equal Employment Opportunity (EEO)

5. ☐ No ☒ Yes Does your agency have an Equal Opportunity Employment (EEO) policy and does that policy include language that prohibits discrimination on the basis of race, national origin, color, gender, age, and disability?
- a. If NO, please provide the date you will be approving an EEO policy.
- b. ☐ No ☒ Yes If YES, is the policy available for review?

Limited English Proficiency (LEP)

6. ☐ No ☒ Yes Do you have a policy, in compliance with Federal Executive Order 13166, to ensure persons with Limited English Proficiency (LEP) needs can access your services?
7. ☐ No ☒ Yes Does your organization have a Limited English Proficiency (LEP) plan?
- a. If NO, please provide the date you will be approving an LEP policy.
- b. ☐ No ☒ Yes If YES, is the policy available for review?

Disadvantaged Business Enterprise (DBE)

8. ☐ No ☒ Yes Does your agency have a Disadvantaged Business Enterprise (DBE) policy?
- a. If NO, please provide the date you will be approving an EEO policy.
- b. ☐ No ☒ Yes If YES, is the policy available for review?

9. ☐ No ☒ Yes During the past four (4) years, has your agency received Mobility Management, and/or Operating funding awards from ADOT?
10. ☐ No ☒ Yes Have you adopted, or have policy language stating you plan to adopt ADOT's DBE program?
11. ☐ No ☒ Yes Do you contract out services or have other contracts using federal funds, other than vehicle purchases?
12. ☐ No ☒ Yes If you answered "Yes" to 10, are you reporting them through the AZ LPA Contract Management System at <http://arizonalpa.dbesystem.com>?
13. Please explain in detail how, and if, your agency is meeting your DBE requirements.

This is handled by Gila County Human Resources Department

Americans with Disabilities Act (ADA)

Does your agency have in place written policies, procedures, regarding the following requirements of ADA?

14. ☐ No ☒ Yes Does your agency have an Americans with Disabilities Act (ADA) policy?
 a. If NO, please provide the date you will be approving an ADA policy.
 b. ☐ No ☒ Yes If YES, is the policy available for review?
15. ☐ No ☒ Yes Do you have at least one working wheelchair accessible vehicle meeting ADA standards, with available qualified driver(s) for each of your primary service areas?
 a. If NO, please explain below how you maintain equivalent service for persons with disabilities while your vehicles or drivers are not available?

 b. ☐ No ☒ Yes Does your system have a "back up" plan should your only accessible vehicle(s) or available driver(s) be rendered out-of-service for more than a few days.
16. ☐ No ☒ Yes Is information on your service provided in accessible formats if requested?
 If YES, explain how:
 1. a hearing impaired person and
 2. a visually impaired person would request a ride on your service?

The Program Manager works with the individual that is requesting accessible format, we use variety of formats, including software and hardware to ensure the individual requests are completed.

17. ☒ No ☐ Yes Has your agency ever turned down a request for transportation from a person with a disability?
 If YES, please explain:
18. ☐ No ☒ Yes Are inspections of ADA equipment, including lifts, ramps, securement devices, signage, and communication systems part of your agency's pretrip and post trip inspection checklists?
 If NO, please explain:
19. If ADA deficiencies are found during your agency's pre-trip and post-trip inspections, what is done?

The staff contacts the Program Manager and Shop to schedule vehicle in for repairs.

Security Policy

20. ☐ No ☒ Yes Does your agency have a Security Policy or Procedure minimizing threats of violence on passengers and employees and explaining what drivers must do in case of threats and emergencies?

a. If NO, please provide the date you will be approving a Security policy.

b. ☐ No ☒ Yes If YES, is the policy available for review?

Drug / Alcohol Free Workplace & Safe Environment

21. ☐ No ☒ Yes Does your agency have a Drug / Alcohol Free Workplace & Safe Environment Policy?

a. If NO, please provide the date you will be approving a Drug / Alcohol Free Workplace & Safe Environment policy.

b. ☐ No ☒ Yes If YES, is the policy available for review?

Gila County, d.b.a. Gila Employment and Special Training

2012 COORDINATED MOBILITY APPLICATION

5310 GRANT REQUEST SPECIFICATIONS

1. Type of Capital Assistance you are requesting:

Rank	Type of Capital Request	Estimated Cost	Quantity	Total Estimated Vehicle Cost	Estimated Match & Fees Required
1st	MAXIVAN NO LIFT (12 Passenger)	\$25,389	1	\$25,389	\$3,174
		\$0		\$0	\$0
		\$0		\$0	\$0
		\$0		\$0	\$0
		\$0		\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
TOTAL REQUESTED				\$0	\$0

2. Estimate your service hours and service miles for the requested vehicle(s):

Service Hours:	Daily:	0	Monthly:	0	Annually:	0
Service Miles:	Daily:		Monthly:	0	Annually:	0
Annual estimated maintenance cost for requested vehicles:						.445 / mile
						\$0

3. What is the expected passenger trips with this new vehicle(s):

Daily:		Monthly:	0	Annually:	0
--------	--	----------	---	-----------	---

4. What is the estimated percentage of ridership for this new vehicle(s)?

Elderly, not disabled:		Elderly Disabled:		Total %
Disabled, not elderly:		Other:		0%

5. Does your agency conduct an annual audit?

☐ No

☐ Yes

6. Agency transportation budget:

7. Total estimated annual revenue:

8. Is this a NEW project?

☐ NO

☐ YES

9. Narrative Description & Need:

10. With this request, are you planning on:

Maintaining the same level of service?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Increasing the level of service?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Decreasing the level of service?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Describe below the increase/decrease:

By signing the application you agree your agency has enough revenue for the match of the vehicle(s) and to maintain the vehicle(s) through the life of the contract.

DESCRIPTION OF EXISTING TRANSPORTATION SERVICES

1. How many vehicles do you have in your fleet?

0

2. Provide the number of individuals served by the 5310 Elderly and Disabled program:

Elderly, not disabled:		Elderly Disabled:		TOTAL
Disabled, not elderly:		Other:		0

3. What are the ANNUAL passenger trips for all vehicles in your program?

4. What is your service area boundary?

5. Provide the service days, times, hours, and service miles for your program:

Operating days:	Week:	0	Month:	0	Annual:	0
Operating Times:						
Service Hours:	Daily:		Monthly:	0	Annually:	0
Service Miles:	Daily:		Monthly:	0	Annually:	0

6. Capacity of Existing Services:

Average passengers per vehicle:

Total average passengers all vehicles:

0

7. Is your existing service (all vehicles) at capacity?

☐ No

☐ Yes

8. Do you have an accessible vehicle?

☐ No

☐ Yes

If no, do you have an agreement to provide accessible transportation?

☐ No

☐ Yes

9. List the primary local activity centers that are served by your program:

10. Do you charge for your service?

Fare: ☐ No ☐ Yes

Request Donation: ☐ No ☐ Yes

11. Describe your overall transportation service program:

12. Has your agency received vehicles from ADOT in the past?

☐ No ☐ Yes

Gila County, d.b.a. Gila Employment and Special Training

2012 COORDINATED MOBILITY APPLICATION

5316 GRANT REQUEST SPECIFICATIONS

1. Type of Capital Assistance you are requesting:

Rank	Type of Capital Request	Estimated Cost	Quantity	Total Estimated Cost	Estimated Match & Fees Required
1st	MAXIVAN NO LIFT (12 Passenger)	\$25,389	1	\$25,389	\$3,174
		\$0		\$0	\$0
		\$0		\$0	\$0
		\$0		\$0	\$0
		\$0		\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
TOTAL CAPITAL REQUESTED				\$0	\$0

2. **Operating Funds Requested** \$30,000 \$30,000

3. **Total 5316 Award Requested** \$30,000

4. **Estimate your service hours and service miles for the requested vehicle(s):**

Service Hours:	Daily:		Monthly:	0	Annually:	0
Service Miles:	Daily:		Monthly:	0	Annually:	0
Annual estimated maintenance cost for requested vehicles:						\$0

5. **What is the expected passenger trips with this new vehicle(s):**

Daily:		Monthly:	0	Annually:	0
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6. **What is the number of jobs accessed?**

Daily:	15	Weekly:	75	Monthly:	300	Annually:	3600
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7. **Does your agency conduct an annual audit?** ☒ YES ☐ NO

8. **Agency transportation budget:** \$ **150,000.00**

9. **Total estimated annual revenue:** \$ **500,000.00**

10. **Is this a NEW project?** ☐ YES ☒ NO

11. **Narrative Description:**

GEST is a program under Gila County, Community Services Division, we are a fee for service provider, we have contracts with AZ DES/ DDD and DES/RSA for various services including employment related services. We cover all of Gila County and we provide transportation to and from employment, doctor's, shopping, various appointments, etc...We provide transportation to the valley at no cost to the individuals. Our program started in 1975 and has grown over the last year, I currently

12. List the primary job related service areas you provide transportation too:

We provide transportation from San Carlos Reservation, Globe, Miami, Payson and the surround areas throughout Gila County, we also take individuals outside of Gila County for employment related services.

13. With this request, are you planning on:

Maintaining the same level of service?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Increasing the level of Service?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Decreasing the level of Service?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Describe below the increase/decrease:

We have already started increasing our transportaion services and see that there will be additional level of service needed in our area. I have added additional staff to assist with the increase and we are

By signing the application you agree your agency has enough revenue for the required match and to maintain the vehicle(s) and other capital requested through the life of the contract.

DESCRIPTION OF EXISTING TRANSPORTATION SERVICES

1. How many vehicles do you have in your fleet? 7

2. Provide the number of individuals served by the 5310, 5316, and 5317 programs:

Elderly	8	New Freedom Riders	0	TOTAL 50
Disabled	42	Job Access Riders		

3. What are the ANNUAL passenger trips for all vehicles in your program? 32000

4. What is your service area boundary?

All of Gila County, we travel to the valley to meet the individual's needs.

5. Provide the service days, times, hours, and service miles for your program:

Operating days:	Week:	5	Month:	20	Annual:	240
Operating Times:	6 AM to 6 PM or later as needed.					
Service Hours:	Daily:	12	Monthly:	240	Annually:	2,880
Service Miles:	Daily:	440	Monthly:	8800	Annually:	105,600

6. Capacity of Existing Services:	Average passengers per vehicle:	4
	Total average passengers all vehicles:	28

7. List the primary local activity centers that are served by your program:

GEST Day Program, Group Supported Employment (Mobile Crew), Habilitation, Vocational Rehabilitation Services.

8. Do you charge for your service?

Fare: ☒ No ☐ Yes

Request Donation: ☒ No ☐ Yes

9. Describe your overall transportation service program:

Gila Employment and Special Training has provided service since 1975. This has included providing transportation for consumers who meet our program qualifications and receive services through AZDES/Division of Developmental Disabilities or RSA. We currently have a mobile crew who provides service to several local businesses providing external property cleanup and landscape

This figure should match your other applications... do the best you can with splitting out the different rid

ers.

Gila County, d.b.a. Gila Employment and Special Training

2012 COORDINATED MOBILITY APPLICATION

5317 GRANT REQUEST SPECIFICATIONS

1. Type of Capital Assistance you are requesting:

Rank	Type of Capital Request	Estimated Cost	Quantity	Total Estimated Cost	Estimated Match & Fees Required
1st	MAXIVAN NO LIFT (12 Passenger)	\$25,389	1	\$25,389	\$3,174
		\$0		\$0	\$0
		\$0		\$0	\$0
		\$0		\$0	\$0
		\$0		\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
	Other:			\$0	\$0
TOTAL CAPITAL REQUESTED				\$0	\$0

2. Operating Funds Requested

\$0

\$0

What will these operating funds be used for?

3. Total 5317 Award Requested

\$0

4. Estimate your service hours and service miles for the requested vehicle(s):

Service Hours:	Daily:		Monthly:	0	Annually:	0
Service Miles:	Daily:		Monthly:	0	Annually:	0
Annual estimated maintenance cost for requested vehicles:						.445 / mile \$0

5. What is the expected passenger trips with this new vehicle(s):

Daily:		Monthly:	0	Annually:	0
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6. Does your agency conduct an annual audit?

☐ YES

☐ NO

7. Agency transportation budget:

8. Total estimated annual revenue:

9. Is this a NEW project?

☐ YES

☐ NO

10. Narrative Description:

11. How will this project increase / sustain additional services that go beyond ADA?

By signing the application you agree your agency has enough revenue for the required match and to maintain the vehicle(s) and other capital requested through the life of the contract.

DESCRIPTION OF EXISTING TRANSPORTATION SERVICES

1. How many vehicles do you have in your fleet?

0

2. Provide the number of individuals served by all your transportation programs:

Elderly		New Freedom Riders		TOTAL
Disabled		Job Access Riders		0

3. What are the ANNUAL passenger trips for all vehicles in your program?

4. What is your service area boundary?

5. Provide the service days, times, hours, and service miles for your program:

Operating days:	Week:	0	Month:	0	Annual:	0
Operating Times:						
Service Hours:	Daily:		Monthly:	0	Annually:	0
Service Miles:	Daily:		Monthly:	0	Annually:	0

6. Capacity of Existing Services:

Average passengers per vehicle:	
Total average passengers all vehicles:	0

7. List the primary local activity centers that are served by your program:

8. Do you charge for your service? Fare: ☐ No ☐ Yes Request Donation: ☐ No ☐ Yes

Gila County, d.b.a. Gila Employment and Special Training

2012 COORDINATED MOBILITY APPLICATION

MOBILITY MANAGEMENT GRANT REQUEST DETAIL

This is for an organization that wants to develop coordination activities within their county, or organization.

PLEASE INDICATE YES/NO IF YOU ARE A COG OR MPO AND WANT TO APPLY FOR A REGIONAL MOBILITY MANAGER. If NO, this application is for a SUB REGIONAL Mobility Manager.

1. **Narrative Description of your project:**

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2. Total Amount Requested:	\$0	Capital:	\$0	Operating:	\$0
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3. Is this an existing project?	<input type="checkbox"/> NO	<input type="checkbox"/> YES	New Project?	<input type="checkbox"/> NO	<input type="checkbox"/> Yes
--	-----------------------------	------------------------------	---------------------	-----------------------------	------------------------------

4. **Please describe your agencies experience in providing regional or sub regional coordination:**

--

5. **How will this project increase/sustain additional services that are identified in the plan ?**

--

6. **List the 5300 program in your sub region that you will be working with:**

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MOBILITY MANAGEMENT BUDGET DETAIL

The cost for capital equipment needs to be researched by the applicant. Provide documentation on capital equipment research to back up your amount requested. Operating funds are at a 50-50 match. If you have other funding requests, please use the additional two line items, or insert more line items.

1.	Type of Request:	Request Amount	Quantity	Federal Amount	Estimated Match & Fees	Total Cost
	Mobility Management (90-10 Match)	\$40,000	1	\$40,000	\$5,000	\$45,000
	Operating Funds (50-50 Match)	\$70,000	1	\$70,000	\$36,750	\$106,750
	Mobility Management (90-10 Match)			\$0	\$0	\$0
	Operating Funds (50-50 Match)			\$0	\$0	\$0
	Other					
				\$0	\$0	\$0
	TOTAL REQUESTED	\$0		\$0	\$0	\$0

2.

--	--

3. Does your agency conduct an annual audit? ☐ No ☒ Yes

4. Agency transportation budget:

--

5. Total estimated annual revenue:

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By signing this application/contract you agree your agency has enough revenue for the match amount for the vehicle(s), and operational funds, and to maintain the vehicle(s) and project through the life of the contract.

2012 COORDINATED MOBILITY APPLICATION

*Please provide an inventory of all 5300 vehicles located at each site. (5310, 5311, 5316 & 5317).
If you have multiple sites, please indicate which site the vehicle or vehicles are located at.*

You may need to widen the rows to show

Gila County, d.b.a. Gila Employment and Special Training										Contact Person:			
Address:		5515 S. Apache Ave. Suite 200								E-Mail:			
City, State, Zip:		, AZ								Phone:			
Program:		<input checked="" type="checkbox"/> 5310 <input type="checkbox"/> 5311 <input checked="" type="checkbox"/> 5316 <input type="checkbox"/> 5317								COG/MPO			
<p align="center"><i>Please provide an inventory of all 5300 vehicles located at each site. (5310, 5311, 5316 & 5317).</i></p> <p align="center"><i>If you have multiple sites, please indicate which site the vehicle or vehicles are located at.</i></p>													
Vehicle Identification Number (VIN)	Vehicle Location	Prg.	CD	Year	Make	Miles	Seats	Lift?	# of Tie Downs	Condition Code	Replacing?	Replace Year	On ADOT Lien
G2WB18F13LC934863	1234 Jones Ave, AnyTown, AZ 80000	5311	6	2002	Ford	100,000	12	YES	2	3	NO	2012	YES

all information.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____

Of the County of _____, State of ARIZONA, being the Buyer, Seller, or Owner of the following

described Motor Vehicle: Make: _____ Model Year _____ Body Style _____, does hereby make, constitute and appoint the ARIZONA DEPARTMENT OF TRANSPORTATION Address 206 South 17th Avenue (340 B) _____ City PHOENIX State ARIZONA, County of MARICOPA, as true and lawful attorney-in-fact to sign in the name, place and stead of the undersigned any Certificate of Ownership issued by the Arizona Department of Transportation, Motor Vehicle Division covering the motor vehicle described above, in whatever manner necessary to secure title and registration titled in the name of the undersigned, and/or to transfer any registration of said motor vehicle titled in the name of the undersigned, during the period of _____ until the release of the department from the lien on the vehicle.

The undersigned hereby grants and gives said attorney-in-fact full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully to all interests and purposes as the grantor might, or could do if personally present, with full power of substitution.

IN TESTIMONY WHEREOF, the undersigned hereto executes this instrument this _____ Day of _____, 2012.

(Seal)

SIGNATURE

SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 2012.

NOTARY PUBLIC

COMMISSION EXPIRES

Agreement Number	
AG Contract Number	P0012011001036
Advantage Project Number	
Advantage Vendor Number	
DUNS Number	
Eligibility Date	October 1, 2011
Project Name	2012 COORDINATED MOBILITY APPLICATION: 49 USC 5310, 5316, 5317

**GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
Gila County d/b/a Gila Employment and Special Training (G.E.S.T.)**

THIS GRANT AGREEMENT is entered into between the ARIZONA DEPARTMENT OF TRANSPORTATION MULTIMODAL PLANNING DIVISION (ADOT) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-334 and Gila County d/b/a Gila Employment and Special Training (G.E.S.T.), herein referred to as the RECIPIENT. The STATE and the RECIPIENT are collectively referred to as the "Parties", and individually as STATE, RECIPIENT, and "Party".

I. RECITALS

- 1 STATE is authorized by Arizona Revised Statutes Section 28-334 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.
- 2 RECIPIENT is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.
- 3 49 U.S.C. 5310 authorizes the formula assistance program for the special needs of elderly individuals and individuals with disabilities, subject to annual appropriations. 49 U.S.C. 5310(a)(1) authorizes funding for public transportation capital projects planned, designed and carried out to meet the special needs of elderly individuals and individuals with disabilities. 49 U.S.C. 5310(a)(2) provides that a STATE may allocate the funds apportioned to it to: a private non-profit organization, if public transportation service provided by STATE and local governmental authorities under Section 5310(a)(1) is unavailable, insufficient, or inappropriate; or a governmental authority that is approved by the STATE to coordinate services for elderly individuals and individuals with disabilities; or certifies that there are not any non-profit organizations readily available in the area to provide the special services.
- 4 49 U.S.C. § 5316, the Job Access Reverse Commute (JARC) Program, is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) to provide grants for financial assistance and to improve access to transportation services planned, designed, and carried out to meet the transportation needs of eligible low-income individuals, and of reverse commuters regardless of income.
- 5 49 U.S.C. § 5317, the New Freedom Program, is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) to make grants available to recipients for new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101 et seq.), that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services.
- 6 The Governor of the STATE of Arizona, in accordance with a request by the Federal Transit Administration, hereinafter referred to as FTA, has designated the Department of Transportation as the responsible agency to evaluate and select proposed projects and to coordinate the grant applications. The applicable Program Handbook and Application, incorporated herein by reference, prescribes the STATE's Administrative Policies and Requirements for the Program.
- 7 The STATE and the RECIPIENT desire to secure Project Equipment and/or Services through the expenditure of FTA grant funds and to use said equipment and/or services for eligible Program participants of the STATE of Arizona.
- 8 The STATE and the RECIPIENT desire to secure funding for a Mobility Manager position using the expenditure of FTA grant funds to serve the transportation needs of the elderly individuals and individuals with disabilities in the State of Arizona. The Mobility Manager position will consist of short-range planning and management activities / projects to improve transportation services within the RECIPIENT's service area which will be carried out according to this Agreement and under the applicable section(s) of 49 USC Chapter 53.
- 9 The STATE and the RECIPIENT desire to secure funding for Capital expenses using the expenditure of FTA grant funds to be used within the RECIPIENTS service area. The PROJECT shall be carried out according to this Agreement under the applicable sections of 49 U.S.C. Chapter 53.
- 10 The STATE and the RECIPIENT desire to secure funding for Operating expenses using the expenditure of FTA grant funds to be used within the RECIPIENTS service area. The PROJECT shall be carried out according to this Agreement under the applicable sections of 49 U.S.C. Chapter 53.
- 11 RECIPIENT qualified local match of for all non-Capital awards will be due over the life of the awarded Project(s), the total match amount as
- 12 RECIPIENT qualified local match and fees for Vehicle and Other ADOT-procured Capital will be due upon demand by the STATE and prior to delivery of the equipment and/or vehicles described in Exhibit A.
- 13 RECIPIENT qualified local match for RECIPIENT-procured Capital will be due upon request for reimbursement by the RECIPIENT.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

- 1 RECIPIENT shall provide specific transportation services, herein called the PROJECT, to eligible Program participants, in accordance with the RECIPIENT'S application(s), incorporated herein as referenced, and as allowable under the applicable 49 U.S.C. 5310, 5316, and/or
- 2 The PROJECT equipment and/or services are described and detailed in Exhibit A.
- 3 PROJECT-appropriate expenses supported by receipts and other suitable and appropriate documentation are eligible for reimbursement beginning on the Eligibility Date indicated on Page 1 of this Agreement. Expenses incurred prior to this date are ineligible for reimbursement. Approved Capital and / or Operating Expenses must be incurred within 24 months from this eligible date. Final invoice must be received within 90 days of the end of the expenditure period or 24 months from eligibility date. No expenditures beyond that period are eligible for reimbursement under this Agreement.
- 4 The recipient shall provide a quarterly progress and milestones report to ADOT. ADOT will provide the reporting form and the due dates prescribing when each report shall be submitted. Information regarding measurements over the existing service conditions to be reported will include but are not be limited to rides provided/shared, miles increased/replaced, cost savings and other related improvements. The first report is to be submitted ninety (90) days from the date of this Agreement.

III. RESPONSIBILITIES

- 1 **ADOT will:**
 - a. Review PROJECTS for compliance with statutory and program guidance.
 - b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
 - c. Review invoices, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award.
 - d. Communicate with RECIPIENT and FTA as necessary to facilitate program compliance and procedural efficiency.
- 2 **RECIPIENT will:**
 - a. Submit payment of Grant required MATCH upon demand by the STATE and/or as indicated in the Recitals and Exhibit A. Administrative fees and local match must be remitted from funds for the program awarded as qualified under the applicable 49 USC regulations. Most federally-funded programs cannot use federal funds to provide match but 49 USC does provide certain exceptions to that stipulation. The RECIPIENT will ensure that matching funds qualify under the appropriate section of 49 USC 5310, 5316, or 5317 as appropriate to the awarded PROJECT(s) indicated in Exhibit A.
 - b. RECIPIENT shall comply with all terms of the Grant Program in accordance with the RECIPIENT'S application(s) and the applicable Program Handbook in effect at the time of application or subsequently revised in writing and by notice, incorporated herein as
 - c. Communicate with STATE and FTA as necessary to facilitate program compliance and procedural efficiency.
 - d. Provide all required reports as prescribed by the Program Handbook or as requested by ADOT in a timely manner and as required by the STATE.
 - e. Ensure users of PROJECT equipment and/or services meet applicable federal and state regulations and statutes.
 - f. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
 - g. Report to the STATE quarterly that no expenditures occurred or, on the invoice form provided by ADOT, invoice the STATE quarterly for categorized reimbursable operating or other capital costs awarded as demonstrated in Exhibit A, as authorized and allowable under the federal grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation. **Each invoice must include the Agreement Number, the Advantage Project number, and the Grant Program Name with expenditures billed separately according to the Tracking Number(s) from Exhibit A.**

In accordance with 49 CFR 18.20 (2) – "Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and incomes."

In accordance with 49 CFR 18.20 (6) – "Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contracts and subgrant award documentation, etc."

Adequate supporting documentation should include a system generated financial summary disclosing an expense amount that matches the invoice amount. If a system generated report is unavailable, an excel spreadsheet maybe utilized to summarize the expenses and should be accompanied by appropriate invoices including evidence of payment, payroll documentation, etc.

IV. MISCELLANEOUS PROVISIONS

- 1 **Term Incorporation:** This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. Any Agreement between RECIPIENT and its Contractors for use of grant funds shall incorporate the provisions contained herein.
- 2 **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction and completion.

For operating or other capital cost Projects awarded, the life of this Agreement will be the earlier of spend-down of the awarded funds or two (2) years from the date authorized under the Scope of this Agreement unless extended by amendment or as otherwise provided herein plus an additional ninety (90) days for submission of the final invoice for costs through the last authorized expenditure date of the Agreement.

For vehicle Projects, the life of this Agreement shall continue through the useful life of the vehicle(s) as determined by FTA rules and explained under Agreement Article III.6 unless extended by amendment or as otherwise provided herein. This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

- 3 **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of FTA, STATE, or RECIPIENT.
- 4 **Matching and Federal Funding:** PROJECT award amounts and match requirements are indicated in Exhibit A. The RECIPIENT will The notice will include a modified Exhibit A, which shall be inserted into this executed Agreement without requiring an amendment. In the event that this Agreement is terminated after matching and/or administrative funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of such funds, and shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. The remitted administrative fee is non-refundable. Refunds for PROJECT equipment will be based on the assessed value at the time of return to ADOT and subject to
- 5 **Availability of Funds:** Every payment obligation of STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 6 **Liens on Equipment:** The purchase of PROJECT equipment shall be undertaken by the STATE on behalf of the RECIPIENT. The PROJECT equipment shall be titled in the name of the RECIPIENT. To the extent of financial assistance provided, the STATE shall hold a first lien on all capital equipment acquired under this agreement in the amount of the federal share of the equipment cost. The lien placed on vehicle equipment will remain in effect for at least four years or 100,000 miles but will extend through the useful life of the vehicle(s) and until the remaining asset value is less than \$5000 or is no longer in service, whichever occurs first, from issuance of title unless this agreement is otherwise terminated under terms of this Agreement or four years from issuance of equipment if not a vehicle. Lien release is incumbent upon the Recipient's submission of a written request for a lien release and compliance of all requirements and guidance during the course of the lien period. These requirements include but are not limited to: maintenance of the equipment, annual reporting to the STATE of administrative and vehicle performance data, annual vehicle inspections, timely incident reporting and situation resolution, and other requirements as specified in the applicable Program Handbook and Application.
- 7 **Property and Equipment, Use, Inventory, and Disposal:** Title to real property under a grant will vest under acquisition in the RECIPIENT or their CONTRACTOR as applicable. The RECIPIENT or their CONTRACTOR is, however, responsible for adherence to any applicable federal program compliance requirement under 49 CFR 18 Section 32. Except as otherwise provided by statute, property and equipment shall be used for the originally authorized purposes as long as needed for that purpose. When no longer needed for the originally authorized purpose, the RECIPIENT and/or their CONTRACTOR will request disposition instructions from the STATE. RECIPIENT agrees to inventory, to maintain records of, and to ensure the proper use, control, and disposal of all property and equipment acquired pursuant to ADOT Policy FIN 11.08, incorporated herein by reference.
- 8 **Modifications and Other Changes to Grant Equipment:** Prior to any substantive modifications or other changes made or elimination, reduction, or addition to grant equipment, written approval from an authorized State grant program official must first be obtained. Examples include but are not limited to the elimination of wheelchair positions and additions of ambulatory seating, reduction in number or addition of passenger assist stanchions, rails, steps, secondary manufacturer and aftermarket vehicle components provided by the STATE, and other devices requiring or otherwise exposing or altering mechanical or structural
- 9 **Statutory Compliance:** All parties shall comply with all applicable federal, state and local requirements including all applicable provision of Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when
- 10 **Incorporation of Federal Transit Administration (FTA) Terms:** All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to this Agreement. The Federal Transit Administration Master Agreement can be viewed in its entirety at <http://www.fta.dot.gov/documents/12-Master.doc>.
- 11 **Conflict of Interest:** This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest on behalf of STATE employees.
- 12 **Audit and Recordkeeping:** All Recipients and/or Their Contractors and the parties shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of applicable OMB Circulars.
- 13 **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statutes Section 12-1518.
- 14 **Third Party Antitrust Violations:** The Recipient assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this
- 15 **Indemnification:** The RECIPIENT shall indemnify, defend, save and hold harmless The State of Arizona, its departments, agencies, boards, commissions, universities and its Officers, officials, agents, and employees (hereinafter referred to as "Indemnities") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the RECIPIENT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnities shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnities, be indemnified by the RECIPIENT from and against any and all claims. It is agreed that the RECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the RECIPIENT agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the RECIPIENT or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

Insurance Requirements: Recipient and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Recipient, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Recipient from liabilities that might arise out of the performance of the work under this contract by the Recipient, its agents, representatives, employees or subcontractors, and the Recipient is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Recipient shall provide coverage with limits of liability not less than those stated below.

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

The policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Recipient.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Recipient, even if those limits of liability are in excess of those required by this Contract.

The RECIPIENT's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the RECIPIENT shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Recipient from potential insurer insolvency.

VERIFICATION OF COVERAGE: The RECIPIENT shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the PROJECT. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to ADOT Multimodal Planning Division, 206 South 17th Avenue 340B, Phoenix, Arizona 85007. The Agreement Number, Project Number, and Project Description shall be noted on the certificate of insurance. The STATE reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

SUBCONTRACTORS: RECIPIENT'S certificate(s) shall include all subcontractors as insured's under its policies or RECIPIENT shall furnish to the STATE separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified herein.

APPROVAL: Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

EXCEPTIONS: In the event the RECIPIENT or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Recipient or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the Insurance Requirements shall apply.

17 **Discrimination**: This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the ACT. RECIPIENT or its CONTRACTORS shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The RECIPIENT shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

18 **Title VI Of The Civil Rights Act Of 1964**: The RECIPIENT hereby agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

The RECIPIENT shall include the following statement in all solicitations for bids for work or material made in connection with funds The issuing agency, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations. The RECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the contract.
- (2) Nondiscrimination. The RECIPIENT, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The RECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in Appendix A of 49 CFR part 21.
- (3) Solicitations for contractors, including procurement of real property, materials, and equipment. In all solicitations made by competitive bidding or negotiation by the RECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from this Agreement's Appendix A and B, and where appropriate, Appendix C.
- (4) Information and Reports. The RECIPIENT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Non-Compliance. In the event of the RECIPIENT'S non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the RECIPIENT under the Agreement until the RECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

The RECIPIENT will include the provisions of Paragraphs (1) through (5) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The RECIPIENT will take such action with respect to any subcontract or procurement as ADOT, FHWA, and FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the RECIPIENT may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

19 **Disadvantaged Business Enterprises (DBE)**: The Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the Department of Transportation, and as a condition of receipt of funding, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. ADOT's objectives are as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

The ADOT Civil Rights Administrator, has been designated as the DBE Liaison Officer. In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ADOT in its financial assistance agreements with the U.S. Department of Transportation.

Each LPA, sub-recipient, and grantee must complete and have its executive officer sign a Sub-Recipient DBE Program Compliance Statement. In accordance with the compliance statement, all LPAs, sub-recipients, and grantees agree to the following:

- Use solicitation language provided by ADOT defining DBE requirements for all construction, professional services, and procurement contracts;
- Submit DBE goal requests via <https://adot.dbesystem.com/frontend/welcome.asp> using the ADOT DBE Goal Request Form(s);
- Conduct post-award monitoring and reporting using the online DBE data collection and reporting system found at <https://arizonalpa.dbesystem.com>;
- Ensure commercially useful function compliance post-award;
- Designate a single point of contact for DBE compliance purposes;

Additionally, all LPAs, sub-recipients, and grantees agree to collect the following information for each solicitation for which a DBE contract goal has been established:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

LPAs, sub-recipients, and grantees will require prime contractors, consultants, and vendors to maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of a federal aid transportation contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office. Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

LPAs, sub-recipients, and grantees are required to collect data on DBE and non-DBE participation to report to ADOT on Federal-aid projects. Contractors and consultants are to be notified that such record keeping is required for tracking DBE participation. Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment. Further, first tier subcontractors are required to report amounts earned by and paid to all lower-tier DBE and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

Contractors, consultants, and vendors shall provide the required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the Local Public Agency DBE data collection and reporting system. This system is located online at <https://arizonalpa.dbesystem.com>.

LPAs, sub-recipients, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-recipients are required to use the ADOT Local Public Agencies DBE Reporting System. This system may be accessed via www.arizonalpa.dbesystem.com. Semi-annual report data must be audited by LPAs, sub-recipients, and grantees for accuracy and completeness by May First and November First of each year. Semi-annual reports will be run by ADOT and reviewed with LPAs, sub-recipients, and grantees on an as-needed basis.

The ADOT DBE Program Plan and LPA/Sub-Recipient DBE Guidelines can be found online at www.azdot.gov.

- 20 **Immigration:** To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
- 21 **Scrutinized Business Operations:** Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.
- 22 **Debarment and Suspension.** The RECIPIENT agrees to comply, and assures the compliance of each third-party contractor and sub-recipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," 49 C.F.R. Part 29. The RECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.
- 23 **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the FTA, RECIPIENT, or STATE without penalty or recourse.

- 24 **Transparency Act:** Because ADOT receives federal funds, ADOT is required to comply with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments. The reporting requirements and levels of reporting due to FTA are currently under development. Accordingly, ADOT is not currently aware of reporting requirements that might become required from RECIPIENTS. Should requirements be stipulated wherein information is required from RECIPIENTS, such information will be requested. The RECIPIENT herein agrees that in a timely manner, and in the method specified by the STATE, the RECIPIENT will provide information that is requested by the STATE to enable the STATE's compliance with the requirements as may be applicable.
- 25 **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with Section III: Arbitration.
- 26 **Federal Fiscal Year 2011 Certifications and Assurances for FTA Assistance Programs:** Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs with an effective date of October 1, 2010. The applicant for any project financed under the authority of 49 U.S.C. Chapter 53, Title 23, United States Code or any other Federal statute was required to submit new Federal FY 2011 Certifications and Assurances to FTA for any funding received through FTA during Federal FY 2011. The Arizona Department of Transportation (ADOT) is considered the Applicant for allocated and obligated federal monies used in various projects including but not limited to the 5310, 5311, 5316, 5317 grant programs, research projects, study projects, planning projects, regardless of whether the funds are expended by ADOT, reimbursed to grant applicants / recipients / sub-recipients / contractors, or passed through to grant applicants / recipients / sub-recipients / contractors and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certify and assure is also required.
- Annual Certifications and Assurances to FTA generally remain in effect for either the duration of the Grant or Cooperative Agreement supporting the Project until the Project is closed out or for the duration of the Project or Project property when a useful life or industry standard is in effect, whichever occurs later. If, however, the Applicant provides Certifications and Assurances to FTA in a later year that differ from the Certifications and Assurances previously provided, the later Certifications and Assurances will apply to the Grant, Cooperative Agreement, Project, or Project property unless an exception is granted by FTA in writing. The effect of this is that ADOT must sign new certifications and assurances annually since changes typically occur annually.
- As the applicant, ADOT is responsible for compliance with the provisions of the FTA Certifications and Assurances by each recipient or sub-recipient. Accordingly, each sub-recipient that will be implementing projects is required to affirm compliance by submitting an annual Certification and Assurances to ADOT.
- The FTA Certification and Assurances required of ADOT and its recipients / sub-recipients are found in Exhibit B. Throughout the document, the term "Applicant" referred to ADOT in the original certification to the FTA and now refers to ADOT's recipients / sub-recipients in this certification. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive federal funding through ADOT and does not relieve the sub-recipient of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.
- 27 **Entire Agreement.** This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the RECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

V. SECURITY AGREEMENT

- 1 In consideration of the STATE purchasing the PROJECT equipment identified in Exhibit A including any equipment added, and conveying title thereto, the RECIPIENT hereby grants ADOT a security interest in the PROJECT equipment in the amount of indicated in Exhibit A as the "Federal Portion" payable to the Department upon its demand, if and only if:
- a The RECIPIENT by itself or any agent sells, transfers, offers or attempts to sell or transfer, in whole or in part, the PROJECT equipment, or,
 - b The PROJECT equipment is totally destroyed or is lost, stolen or otherwise disappears, or,
 - c This Agreement by and between the STATE and the RECIPIENT is terminated.
- 2 In the event of the occurrences described in Paragraphs 1 or 3 above, the RECIPIENT shall be liable for no more than the fair market value of the PROJECT equipment on the date of the occurrence of such event.
- 3 In the event the PROJECT is totally destroyed, lost, stolen, or disappears, the obligation herein may be extinguished by assigning to ADOT the proceeds of insurance covering such an event, provided the assignment and the ultimate payment is equal to the fair market value of the PROJECT equipment on the date of occurrence of such event.
- 4 Upon the occurrence of any other event described herein which would allow the STATE to demand payment under this agreement, the obligation assured herein may be extinguished by assigning the herein PROJECT equipment to ADOT in as good a condition as when received, normal wear and tear excepted, thereby no longer having any further obligation to reimburse the STATE should the STATE exercise its right to terminate the agreement under the terms of the agreement under paragraph (2) of Section III. ADOT may refuse to accept such assignment, if in its sole judgment the PROJECT equipment has been abused or is in such condition as to substantially impair its value.
- 5 During the useful, economical life of the PROJECT equipment, as defined in the applicable Program Handbook and Application for the grant year, the equipment may be returned to ADOT subject to its acceptance, and the obligation herein will be extinguished.
- 6 In the event of a vehicle transfer back to ADOT during useful life, the Secondary Manufacturer and Aftermarket Vehicle Components, in addition to the original equipment manufacturer (OEM) components (as supplied by the manufacturer or vendor to the STATE or ADOT) or their equivalent—must remain with the vehicle as delivered by ADOT to the RECIPIENT and are considered to be included

- 7 **Secondary Manufacturer and Aftermarket Vehicle Components As Part of the Lien for Lift-Equipped Vehicles:** In addition to the Original Equipment Manufacturer (OEM—i.e., Ford, Dodge, Chevrolet, etc.) chassis, the Secondary Manufacturer adds to this chassis the following equipment, non-inclusive, which are considered part of the vehicle and therefore remain on lien with the vehicle, along with OEM components (Note: as a part of the vehicle modifications, the Secondary Manufacturer may also remove some OEM parts, replacing with after-market items):
- a Fast idle system, after-market alternator (200A) replacing OEM unit, related wiring, accessory drive belts and pulleys (varies by vehicle type, alternator and A/C compressor configuration), inside vehicle-located electrical fuse, fuse block and breaker box with key(s),
 - b Under-hood or elsewhere on chassis, dual deep cycle marine batteries, in some vehicles combined with an isolator system,
 - c Adjacent to, behind and above the front windshield area, a separate or modified body which is manufactured and installed in the driver and passenger compartment area to accommodate the driver, his/her vehicle and accessory system controls, and passenger, mobility-device and safety equipment. This body construction or modification typically includes related after-market windows, passenger service entry door(s), emergency rear door(s), and emergency exit/access door (i.e., hatch, roof mounted). The degree to which OEM equipment and body parts (including doors, windows, etc.) are removed permanently by the secondary manufacturer for the latter's vehicle modification purposes varies by whether the vehicle is a dual-rear wheel cutaway or single rear wheel raised roof lift van,
 - d Passenger (and on some vehicles, driver's) seats and, where required, seat belts,
 - e Passenger ingress, egress and other assist stanchions and handrails, modesty panels,
 - f Wheelchair lift door, lift mechanism and related control apparatus at the lift and driver area, related transmission/brake interlock equipment preventing unwanted motion of the vehicle when door is ajar and/or lift is otherwise in operation,
 - g Wheelchair position components, related restraint and securement belts and belt storage,
 - h Added springs or other weight compensating devices to suspension,
 - i Additional equipment related to dual battery installation (in some units),
 - j Basic first aid kit and other emergency/safety items, typically including flares, reflector triangles and fire extinguisher, wide-view internal rearview mirror, and outside rearview "RV-style" mirrors, internal and external lighting for lift, access doors and interior of vehicle, reverse alarm (some vehicles),
 - k Rear heater and related lines and under-body flow controls,
 - l Air conditioning equipment for rear passenger area including added condenser(s) (street-side "skirt" mounted), rear compartment evaporator, related refrigerant lines, air outlets and controls, on some units added (second) compressor and related belts and pulleys.
 - m If the recipient-agency returning the vehicle to ADOT is uncertain regarding any particular component, it may contact ADOT or the issuing vendor regarding that component(s). The RECIPIENT should otherwise assume that any component supplied on or with the vehicle at the time of delivery to the RECIPIENT should be returned to ADOT in its originally-removed state.
 - n Other equipment purchased by ADOT (on behalf of the recipient-agency) is to remain with vehicle or otherwise be returned to ADOT.
 - o After-market communication radios or other communication equipment supplied by ADOT, if ADOT agrees that the RECIPIENT should have further legitimate use of the equipment should be returned to ADOT.
 - p This list includes only "major" items added by the after-market supplier and shall not be considered all-inclusive. The vendor and ADOT retain on file complete parts listings that will be reviewed by ADOT upon return of the vehicle to ADOT and/or prior to transfer of the vehicle to another recipient agency.
- 8 This security agreement and its terms shall not inure to the benefit of any assignee, purchaser for value, or any other person acquiring an interest herein, and this security interest herein created shall not be extinguished until and unless the STATE receives the fair market value of the PROJECT equipment on the date of assignment, purchase, or acquisition of other interest.

VI. COMPLIANCE WITH MANUFACTURER'S MAINTENANCE SCHEDULE

By signing this application/contract, the applicant for a grant under provisions of the Elderly Individuals and Individuals with Disabilities Program (49 U.S.C. § 5310, of the Federal Transit Act); and/or, Job Access Reverse Commute (§ 5316 JARC); and/or, New Freedoms (§5 317); agrees to abide by the vehicle manufacturer's schedule of maintenance, at a minimum, during the period this vehicle is operated in conjunction with the Arizona Department of Transportation, or its successor agency.

VII. GENERAL ASSURANCES

- A. The APPLICANT is a private non-profit organization incorporated in the State of Arizona, a Tribal government or related Tribal community, or that it is a public body which has been designated as an eligible Section 5310 recipient.
- B. The APPLICANT has or will have the legal, financial, and technical capacity to carry out its proposed Section 5310 project described herein, including safety and security aspects of that program.
- C. The APPLICANT will have satisfactory continuing control over the use of project equipment and facilities.
- D. The APPLICANT has, or will have prior to delivery, sufficient funds to provide the local match for the equipment purchased under this contract and to operate the vehicles or equipment purchased under this project.
- E. The APPLICANT assures affirmative compliance with Title VI of the Civil Rights Act of 1964 – Nondiscrimination in the Provision of Service (FTA C 4702.1; FTA C 9040.1E; and FTA C 9070.1E).
- F. The transportation needs of elderly persons and persons with disabilities have or will be addressed by the APPLICANT, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794).
- G. The APPLICANT has demonstrated and will continue to demonstrate efforts to achieve coordination with other transportation providers, including social service agencies capable of purchasing service. The APPLICANT has participated in the development of a local coordinated public transit-human services transportation plan for the area(s) in which project vehicles will be used.
- H. Private transit and paratransit operators and the public have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the provision of the proposed transportation services by the APPLICANT.
- I. The APPLICANT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), otherwise known as Public Law No. 101-336 and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule.

- J. The Applicant will comply with the applicable provisions of the guidelines relative to charter bus service (Title 49 CFR Part 604) and school bus operations (Title 49 CFR Part 605; Title 49 USC 5323(f)).
- K. The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

VIII. DRUG FREE WORKPLACE ACT CERTIFICATION

- The RECIPIENT certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;
 2. The applicant's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will:
1. Abide by the terms of the statement;
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee as working, unless the Federal agency has designated a cartel point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who was convicted:
1. Taking appropriate personnel action against such a employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- G. The Applicant's headquarters is located at the following address. The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

IX. CERTIFICATION ON RESTRICTIONS ON LOBBYING

- The RECIPIENT (excluding Federally recognized Tribal governments, (Tribes, Nations, Communities) and its representative hereby certify to the Arizona Department of Transportation, that to the best of my knowledge and belief:
- 1 No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
- A. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
- B. The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, sub agreements, contracts under grants, loans, and cooperative agreements).
- 2 The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**X. DEBARMENT, SUSPENSION, RESPONSIBILITY MATTERS
FOR PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

In accordance with the provisions of U.S. Department of Transportation (U.S. DOT) regulations on Government wide Debarment and Suspension (Nonprocurement) at 49 CFR 25.510, the Applicant (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 2 of this certification, and;
4. Have not within a three year period preceding this application had one or more public transactions (Federal, state or local) terminated for cause or default.
5. The Applicant (Primary Participant) certifies that if it becomes aware of any later information that contradicts the statements in paragraphs 1 through 4 above, it will promptly inform FTA. Should the Applicant (Primary Participant) be unable to certify to statements set forth in paragraphs 1 through 4 above, it shall so acknowledge with its signature and provide a written explanation to FTA.

XI. Contact Information

Communication: All notices or demands upon any party relating to this Agreement shall be in writing delivered in person or sent by mail addressed as follows:

STATE Agreement Contact:

	Arizona Department of Transportation
Contact	Sally J. Palmer Contracts Administrator Multimodal Planning Division
Mailing Address	Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007
Phone	602-712-6732
Fax	602-712-3046
Email	spalmer@azdot.gov

STATE Program Contact

	Arizona Department of Transportation
Contact	Dan Harrigan State Program Manager Multimodal Planning Division
Mailing Address	Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007
Phone	602-712-8232
Fax	602-712-3046
Email	dharrigan@azdot.gov

RECIPIENT Agreement Contact

	Gila County d/b/a Gila Employment and Special
Contact	David B. Caddell
Mailing Address	5515 South Apache Ave. Suite 200 Globe, AZ 85501
Phone	(928) 402-8664
Fax	(928) 425-9468
Email	dcaddell@gilacountyaz.gov

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

RECIPIENT

Gila County d/b/a Gila Employment and Special Training
(G.E.S.T.)

STATE OF ARIZONA

Arizona Department of Transportation

By: Tommie C. Martin Title Chairman

Gila County d/b/a Gila Employment and Special Training (G.E.S.T.)

By: Joseph S. Omer, Division Director
Multimodal Planning Division

Date Signed

Date Signed

APPROVAL OF Gila County d/b/a Gila Employment and Special Training (G.E.S.T.)

I have reviewed the above referenced grant agreement, BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and Gila County d/b/a Gila Employment and Special Training (G.E.S.T.) and declare this agreement to be in proper form and within the powers and authority granted to the Gila County d/b/a Gila Employment and Special Training (G.E.S.T.) under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

Dated this _____ day of _____, 2011

By: Bryan Chambers Attorney for Gila County d/b/a Gila Employment and

FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant	Gila County d/b/a Gila Employment and Special Training (G.E.S.T.)	
<p>The Applicant / Recipient / Sub-Recipient agrees to comply with provisions of the Categories indicated herein applicable to the Award indicated in Exhibit A. Details of each category are further explained in Exhibit B. Even if every category is not applicable to RECIPIENTs current award you must indicate by initialing that should the category become applicable during the life of this agreement, that RECIPIENT will at that time comply. Initial every right-hand box on this form to indicate that the RECIPIENT agrees to comply.</p>		
Category / Item	Description	Initial Each Box
1	Assurances Required for Each Applicant	
A	<i>Assurance of Authority of the Applicant and Its Representative</i>	
B	<i>Standard Assurances</i>	
C	<i>Intergovernmental Review Assurance</i>	
D	<i>Nondiscrimination Assurance</i>	
E	<i>Assurance of Nondiscrimination on the Basis of Disability</i>	
F	<i>Suspension and Debarment</i>	
G	U.S. OMB Assurances	
2	Lobbying	
3	Procurement Compliance	
4	Protections for Private Transportation Providers	
5	Public Hearing	
6	Acquisition of Rolling Stock for Use in Revenue Service	
7	Acquisition of Capital Assets by Lease	
8	Bus Testing	
9	Charter Service Agreement	
10	School Transportation Agreement	
11	Demand Responsive Service	
12	Alcohol Misuse and Prohibited Drug Use	
13	Interest and Other Financing Costs	
14	Intelligent Transportation Systems	
15	Urbanized Area Formula Program	
16	Clean Fuels Grant Program	
17	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program	
18	Non-Urbanized Area Formula Program for States	
19	Job Access and Reverse Commute Program	
20	New Freedom Program	
21	Paul S. Sarbanes Transit in Parks Program	
22	Tribal Transit Program	
23	TIFIA Projects	
24	Deposits of Federal Financial Assistance to a State Infrastructure Bank	

D ASSURANCES SIGNATURE PAGE

Tommie C. Martin, Chairman, Gila County Board of Supervisors

Tommie C. Martin, Chairman, Gila County Board of Supervisors

(for an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Gila County d/b/a Gila Employment and Special Training

Name and Relationship of Authorized Representative: _____

Tommie C. Martin, Chairman, Gila County Board of

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____

Date: _____

Tommie C. Martin, Chairman, Gila County Board of Supervisors

Name _____

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

Gila County d/b/a Gila Employment and Special Training

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____

Date: _____

Name _____

Bryan Chambers

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Application may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

Gila County, d.b.a. Gila Employment and Special Training
2012 COORDINATED MOBILITY APPLICATION

Exhibit A
PROJECT AWARD DESCRIPTION

During the application cycle, the application budget details represent Exhibit A information.

All contractual terms should be reviewed approved and accepted as if the entire application will be approved.

Once the application review cycle is completed and actual awards are issued, Exhibit A will be updated to reflect your actual award.

Actual awards will never exceed the amount in the original application, but there is no guarantee that you will receive all the funds or items for which you applied.

acceptance of the award(s). Authorized signature on the updated Exhibit A will be required prior to issuance of award(s).

Exhibit B
FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

GROUP 01. ASSURANCES REQUIRED FOR EACH APPLICANT

You must select the following assurances in Group 01.

A. Assurance of Authority of the Applicant and Its Representative. Both you and the Applicant's attorney who sign these certifications, assurances, and agreements, affirm that both the Applicant and you as its authorized representative may, under their State, local, or Indian tribal law and regulations, and the Applicant's bylaws or internal rules, undertake the following activities on behalf of the Applicant.

1. Execute and file its application for Federal funds,
2. Execute and file its certifications, assurances, and agreements binding its compliance, and
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA.

B. *Standard Assurances.* The Applicant assures that:

1. It has sufficient authority under its State, local, or Indian tribal law, regulations by-laws and internal rules to carry out each FTA funded project as required by Federal laws and regulations,
2. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded project,
3. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for the project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to Grant Agreement or Cooperative Agreement,
4. It recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation,
5. It understands that Presidential executive orders and Federal directives, including Federal policies and program guidance, may be issued concerning matters affecting the Applicant or its project, and
6. It agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA determines otherwise in writing.

C. Intergovernmental Review Assurance. This assurance does not apply to Indian tribe or organization or a tribal organization that applies for funding under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1). The Applicant assures that it has or will submit each Federal funding application to the appropriate State and local agencies for intergovernmental review to facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

D. *Nondiscrimination Assurance.*

1. The Applicant assures that it will comply with the following laws and United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, creed, sex, or age:

- a. Federal transit law, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and
- c. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21.

2. As required by 49 CFR 21.7, the Applicant assures that:

- a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:

- (1) It conducts each project,
- (2) It undertakes property acquisitions, and
- (3) It operates the project facilities, including:
 - (a) Its entire facilities, and
 - (b) Its facilities operated in connection with its project,

- b. This assurance applies to its entire project and entire facilities, including facilities operated in connection with its project,

- c. It will promptly take the necessary actions to carry out this assurance, including:

- (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
- (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,

- d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

- (1) While the property is used for the purpose that the Federal funding is extended,
- (2) While the property is used for another purpose involving the provision of similar services or benefits,

- e. The United States has a right to seek judicial enforcement of any matter arising under:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, and
- (3) This assurance,

- f. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, and
- (3) Federal transit law, 49 U.S.C. 5332,

- g. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party participant, including:

- (1) Any subrecipient,
- (2) Any transferee,
- (3) Any third party contractor or subcontractor at any tier,
- (4) Any successor in interest,
- (5) Any lessee, or
- (6) Any other participant in the project,

- h. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:

- (1) Each subagreement,
- (2) Each property transfer agreement,
- (3) Each third party contract or subcontract at any tier,
- (4) Each lease, or
- (5) Each participation agreement,

- i. The assurances it has made will remain in effect for the longest of the following:

- (1) As long as Federal funding is extended to the project,
- (2) As long as the Project property is used for a purpose for which the Federal funding is extended,
- (3) As long as the Project property is used for a purpose involving the provision of similar services or benefits, or
- (4) As long as the Applicant retains ownership or possession of the project property.

E. *Assurance of Nondiscrimination on the Basis of Disability.*

1. The Applicant assures that it and its project implementation and operations will comply with all applicable requirements of:

- a. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq.,
- b. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., c. U.S. DOT regulations, specifically 49 CFR parts 27, 37, and 38, and
- d. Any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated,

2. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, the Applicant assures that:

- a. The following prohibition against discrimination on the basis of disability is a condition to the approval or extension of any FTA funding awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in or obtain any benefit from any FTA administered program,

- b. In any program or activity receiving or benefiting from Federal funding FTA or any entity within U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

F. *Suspension and Debarment.*

Exhibit B
FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

1. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180, permit certifications to assure the Applicant acknowledges that:
2. The Applicant certifies to the best of its knowledge and belief that, it, its principals, and first tier subrecipients:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible, or
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 2.b of this certification,
 - d. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this certification,
 - e. Will promptly provide any information to the FTA if at a later time any information contradicts the statements of subparagraphs (1) through (4) above, and
 - f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official,
 - g. Will require that each covered lower tier contractor and subcontractor:
 - (1) Comply with the Federal requirements of 2 CFR part 1200 and 2 CFR part 180, and
 - (2) Assure that each lower tier participant in the Project is not presently declared by any Federal department or agency to be:
 - (a) Debarred from participation in the federally funded project,
 - (b) Suspended from participation in the federally funded project,
 - (c) Proposed for debarment from participation in the federally funded project,
 - (d) Declared ineligible to participate in the federally funded project,
 - (e) Voluntarily excluded from participation in the federally funded project, or
 - (f) Disqualified from participation in the federally funded Project.
3. The Applicant will provide a written explanation indicated on its Signature Page or a page attached in FTA's TEAM if it or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the preceding statements in this certification. G. U.S. OMB Assurances in SF-424B and SF-424D. (These assurances are consistent with U.S. OMB assurances required in SF-424B and SF-424D.) 1. Administrative Activities. The Applicant assures that:
 - a. For every project described in any application it submits, it has adequate resources to properly plan, manage, and complete the project, including:
 - (1) The legal authority to apply for Federal funding, and
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-Federal share of project cost).
 - b. It will give access and the right to examine project-related materials, including but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and,
 - (3) If appropriate, the State, through any authorized representative,
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that:
 - (1) Results in a personal or organizational conflict of interest, or personal gain, or
 - (2) Presents the appearance of a personal or organizational conflict of interest or personal gain.
2. **Project Specifics.** The Applicant assures that:
 - a. Following receipt of FTA award, it will begin and complete Project work within the applicable time periods,
 - b. For FTA funded construction projects:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications
 - (2) It will to the extent practicable provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
 - (3) It will include a covenant in the title of federally funded real property acquired to assure nondiscrimination during the useful life of the project,
 - (4) To the extent FTA requires, it will record the Federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) To the extent practicable, without permission and instructions from FTA, it will not alter the site of the FTA funded construction project or facilities by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities
 - c. It will furnish progress reports and other information as FTA or the State may require.
3. **Statutory and Regulatory requirements.** The Applicant assures that:
 - a. It will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to the:
 - (1) Prohibitions against discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) Prohibitions against discrimination on the basis of sex of:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
 - (3) Prohibitions against discrimination on the basis of age in federally assisted programs of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107,
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability,
 - (5) Prohibitions against discrimination on the basis of disability of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
 - (6) Nondiscrimination requirements relating to the sale, rental, or financing of housing of Title VIII of the Civil Rights Act, 42 U.S.C. 3601et seq.,
 - (7) Prohibitions against discrimination on the basis of drug abuse of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq.,
 - (8) Prohibitions against discrimination on the basis of alcohol abuse of the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541et seq.,
 - (9) Confidentiality requirements for the records of alcohol and drug abuse patients of the Public Health Service Act, as amended, 42 U.S.C. 290dd-2, and
 - (10) Nondiscrimination provisions of any other statute(s) that may apply to the project,
 - b. Regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, it will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally assisted programs, and:
 - (1) It has the necessary legal authority under State and local law to comply with:
 - (a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., as specified by sections 210 and 305 of that Act, 42 U.S.C. 4630 and 4655, respectively, and
 - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.74.
 - (2) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations including but not limited to doing the following:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, it will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded project, of:
 - 1 Families and individuals,
 - 2 Partnerships, corporations, or associations,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in to the U.S. DOT regulations to such displaced:

Exhibit B
FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

1 Families and individuals,

2 Partnerships, corporations, or associations,

(d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement it will make available comparable replacement dwellings to families and individuals,

(e) It will:

1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and

2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,

(f) It will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,

(h) It will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding, and

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances, and

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded project involving relocation or land acquisition, and

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

c. To the extent practicable, it will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of leadbased paint in the construction or rehabilitation of residence structures,

d. It will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:

(1) The National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,

e. It will, to the extent practicable, comply with the labor standards and protections for federally funded projects of:

(1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq.,

(2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively,

(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq.,

f. It will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders, including but not limited to the following:

(1) It will comply with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321-4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,

(2) It will comply with notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note,

(3) It will comply with protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note,

(4) It will comply with evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note,

(5) It will comply with an assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451-1465,

(6) It will comply with Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q,

(7) It will comply with protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6,

(8) It will comply with protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531-1544, and

(9) It will comply with environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c),

(10) It will comply with protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271-1287, and

(11) It will comply with and facilitate compliance with

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469-469c, and

(c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent practicable, it will comply with Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding of:

(1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and

(2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4,

h. To the extent practicable, before accepting delivery of any FTA funded building it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d),

i. To the extent practicable, it and its subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:

(1) Participating in the Federal flood insurance program,

(2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,

j. To the extent practicable, it will comply with:

(1) The Hatch Act, 5 U.S.C. 1501- 1508, 7324-7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement, and

(2) 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding to whom the Hatch Act does not otherwise apply,

k. It will have performed the financial and compliance audits as required by:

(1) The Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq.,

(2) U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non- Profit Organizations," Revised, and

(3) The most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and l. It will, to the extent practicable, comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING CERTIFICATION

You must select the following certifications in Group 02 because ADOT's cooperative agreement exceeds \$100,000, or a loan (including a line of credit), loan guarantee, or loan insurance exceeding \$150,000, except if you are applying on behalf of an Indian tribe, tribal organization, or other Indian organization.

As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110, you and your Applicant understand that:

a. The lobbying restrictions of your certification apply to your Applicant's requests for:

(1) \$100,000 or more in Federal funding for a grant or cooperative agreement, and

(2) \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee,

b. Its certification covers the lobbying activities of:

(1) It,

(2) Its principals, and

(3) Its first tier subrecipients:

Therefore, on behalf of your Applicant, you certify to the best of your knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid by or on its behalf to any person:

a. To influence or attempt to influence:

(1) An officer or employee of any Federal agency,

(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress,

b. Regarding the award of a:

(1) Federal grant or cooperative agreement, or

(2) Federal loan, line of credit, loan guarantee, or loan insurance

2. It will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," in accordance with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person:

a. To influence or attempt to influence:

(1) An officer or employee of any Federal agency,

(2) A Member of Congress, an employee of a Member of Congress, or an officer or employee of Congress, or

b. Regarding any application for a:

(1) Federal grant or cooperative agreement,

(2) Federal loan, line of credit, loan guarantee, or loan insurance, and

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3. It will include the language of this certification in the award documents for all subawards at all tiers including, but not limited to:
- Subcontracts,
 - Subgrants,
 - Subagreements, and
 - Third party contracts under a:
 - Federal grant or cooperative agreement, or
 - Federal loan, line of credit, loan guarantee, or loan insurance, and
4. It understands that:
- This certification is a material representation of fact that the Federal Government relies on, and b. It must submit this certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - Federal grant or cooperative agreement, or
 - Federal loan, line of credit, loan guarantee, or loan insurance, and
5. It also understands that any person who does not file a required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GROUP 03. PROCUREMENT COMPLIANCE

You must select Group 03, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has approved otherwise in writing.

GROUP 04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Applies to awards for 49 U.S.C. chapter 53 funding to:

- ☐ Acquire property of a private transit operator, or
- ☐ Operate public transit in competition with or in addition to a private transit provider

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that:

- Before it:
 - Acquires the property or an interest in the property of a private provider of public transportation, or
 - Operates public transportation equipment or facilities:
 - In competition with transportation service provided by an existing public transportation company, or
 - In addition to transportation service provided by an existing public transportation company,
- It has or will have:
 - Determined that the funding is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306,
 - Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - Paid just compensation under State or local law to the company for any franchise or property acquired.

GROUP 05. PUBLIC HEARING

Applies to awards for 49 U.S.C. chapter 53 funding for a capital project that will substantially affect a community or its transit service.

As required by 49 U.S.C. 5323(b), the Applicant certifies that:

- Before submitting an application for a capital project that:
 - Will substantially affect:
 - A community, or
 - The public transportation service of a community, and
 - Also will affect:
 - Significant economic interests,
 - Significant social interests, or
 - Significant environmental interests, It will:
 - Provide an adequate opportunity for public review and comment on the project, after giving notice that:
 - Includes a concise description of the proposed project; and
 - Has been published in a newspaper of general circulation in the geographic area the project.
 - Hold a public hearing on the project if the project affects:
 - Significant economic interests,
 - Significant social interests, or
 - Significant environmental interests,
- It will have considered the economic, social, and environmental effects of the project, and
- It will have determined that the project is consistent with official plans for developing the community.

GROUP 06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

Applies to awards for 49 U.S.C. chapter 53 funding to acquire any rolling stock for use in revenue service.

The Applicant certifies that in procuring revenue service rolling stock, it will comply with:

- Federal transit law, specifically 49 U.S.C. 5323(m),
- FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, specifically 49 CFR 663.7, as modified by amendments authorized by section 3023(k) of SAFETEA-LU, including the requirements to:
 - Conduct or cause to be conducted the required preaward and post delivery reviews, and
 - Maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

GROUP 07. ACQUISITION OF CAPITAL ASSETS BY LEASE

Applies to awards for 49 U.S.C. chapter 53 funding to acquire capital assets by lease.

As required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal funding authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

- It will not use Federal funding authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until:
 - It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
 - It completes these calculations before the later of:
 - Entering into the lease, or
 - Receiving a capital grant for the asset, and
- It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 08. BUS TESTING

Applies to awards for 49 U.S.C. chapter 53 funding to acquire any new or newly configured bus or a bus with new major components.

The Applicant certifies that:

- It will comply with Federal transit law, specifically 49 U.S.C. 5318,
- FTA regulations, "Bus Testing," 49 CFR part 665, specifically 49 CFR 665.7, requires that
 - Before:
 - Spending any Federal funds to acquire:
 - The first bus of any new bus model,
 - The first bus with a new major change in configuration or components, or
 - Authorizing final acceptance of a new bus model or a bus model with a major change in components or configuration:
 - It will:
 - Ensure that the bus model has been tested at FTA's bus testing facility, and
 - Have received a copy of the test report prepared on the bus model.

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GROUP 09. CHARTER SERVICE AGREEMENT

Applicable to any awards for funding to acquire or operate transit facilities and equipment, unless Applicant qualifies for an exception under Federal law and regulations

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, the Applicant understands and agrees that:

1. Except in certain circumstances described in its regulations, FTA's "Charter Service" regulations restrict transportation by charter service using facilities and equipment acquired by FTA for transportation projects with Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
2. FTA's charter service restrictions extend to:
 - a. The Applicant when it becomes a recipient of Federal funding under:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
 - b. Any third party participant that receives Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or (2) 23 U.S.C. §§ 133 or 142,
 - c. A third party participant includes a:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third party contractor or subcontractor at any tier, and
 - (4) Other participant in the project,
3. Neither the Applicant nor any third party participant involved in its Project will engage in charter service operations, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
 - b. FTA regulations, "Charter Service," 49 C.F.R. Part 604,
 - c. Any other Federal Charter Service regulations, or
 - d. Federal directives, except as FTA determines otherwise in writing.
4. The Applicant agrees that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.
5. The Applicant agrees that:
 - a. FTA may require corrective measures or impose remedies on it or any subrecipient that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (1) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
 - (2) Otherwise violating the Applicant's Charter Service Agreement it has elected in its latest annual Certifications and Assurances.
 - b. These corrective measures and remedies may include:
 - (1) Barring it or any third party participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds, or
 - (2) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations.

GROUP 10. SCHOOL TRANSPORTATION AGREEMENT

Applies to awards for funding to acquire or operate transit facilities and equipment, unless Applicant qualifies for an exception under Federal law and regulations

As required by 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), the Applicant understands and agrees that:

1. FTA's "School Bus Operations" regulations restrict school bus service as defined in the FTA regulations using facilities and equipment acquired with Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
2. FTA's school bus operations restrictions extend to:
 - a. The Applicant when it becomes a recipient of Federal funding under:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
 - b. Any third party participant that receives Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
 - c. A third party participant includes a:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third party contractor or subcontractor at any tier, and
 - (4) Other participant in the project,
3. Neither the Applicant nor any third party participant involved in its Project will engage in school transportation operations in competition with private operators of school transportation, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other Federal School Transportation regulations, or
 - d. Federal directives, except as FTA determines otherwise in writing.
4. The Applicant agrees that the latest School Transportation Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.
5. The Applicant agrees that FTA will bar the Applicant or any third party participant that has violated this School Transportation Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

GROUP 11. DEMAND RESPONSIVE SERVICE

Applies to awards for demand responsive service and to awards for 49 U.S.C. chapter 53 funding to acquire non rail transit vehicles

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), the Applicant certifies that:

1. The following public transportation services it offers are equivalent in level and quality of service:
 - a. Its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs,
 - b. Its service offered to individuals without disabilities,
2. Viewed in its entirety, the Applicant's service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

GROUP 12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

You must select the following certification if FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, require Applicant to provide a certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," specifically 49 CFR part 655, subpart I, the Applicant certifies that it:

1. Has established and implemented:
 - a. An alcohol misuse program and
 - b. An anti-drug program, and
2. Has complied with or will comply with all applicable requirements of this part.

GROUP 13. INTEREST AND OTHER FINANCING COSTS

Applies to awards to reimburse interest or other financing costs with Urbanized Area Formula Program, Capital Investment Program, or Paul S. Sarbanes Transit in Parks Program funding

The Applicant certifies that:

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1. It will not seek reimbursement for interest or other financing costs:
 - a. Unless it is eligible to receive Federal funding for those costs,
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and
2. It will comply with:
 - a. Urbanized Area Formula Program interest provisions of 49 U.S.C. 5307(g)(3),
 - b. Capital Investment Program provisions of 49 U.S.C. 5309(g)(2)(B)(iii),
 - c. Capital Investment Program provisions of 49 U.S.C. 5309(g)(3)(B)(iii),
 - d. Capital Investment Program provisions of 49 U.S.C. 5309(i)(2)(C), and
 - e. Paul S. Sarbanes Transit in Parks Program provisions of 49 U.S.C. 5320(h)(2)(C).

GROUP 14. INTELLIGENT TRANSPORTATION SYSTEMS

Applies to awards for an Intelligent Transportation Systems (ITS) project or a project in support of an ITS project. An Applicant for ITS project funding that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be ineligible for award of Federal funding for that ITS project

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project

that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture." The Applicant assures that:

1. As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note:
 - a. "Intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [will] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]."
 - b. ITS standards will not apply if it obtains an exception to subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note.
2. It will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region, if supported with Federal funding not derived from:
 - a. Title 49, United States Code, or
 - b. Title 23, United States Code.
3. To facilitate compliance with subsection 5307(c) of 23 U.S.C. 512 note, except as the Federal Government determines otherwise in writing, the Applicant assures that it will comply with:
 - a. FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, January 8, 2001, specifically:
 - (1) Applicable provisions of Section V (Regional ITS Architecture, and
 - (2) Section VI (Project Implementation), and
 - b. Other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code,

GROUP 15. URBANIZED AREA FORMULA PROGRAM

Applies to awards for Urbanized Area Formula Program funding, 49 U.S.C. 5307. Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made. Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to spend at least one (1) percent of its Urbanized Area Formula Program funding for public transportation security projects, unless it has certified that such expenses are not necessary. Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web.

We may not award Urbanized Area Formula Program funding to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to spend one (1) percent of its Urbanized Area Formula Program funding for eligible transit enhancements unless its quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the required list or sufficient information to demonstrate that the Designated Recipients in its area together have spent one (1) percent of the amount of Urbanized Area Program funding made available to them for transit enhancement projects or have included the same information in a separate report attached in TEAM-Web.

The following certifications apply to each Applicant for funding under the Urbanized Area Formula Program authorized under 49 U.S.C. 5307. The Applicant certifies that:

1. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
 - a. Legal capacity to carry out its proposed projects,
 - b. Financial capacity to carry out its proposed projects,
 - c. Technical capacity to carry out its proposed projects,
 - d. Safety aspects of its proposed projects, and
 - e. Security aspects of its proposed projects,
2. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
3. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
4. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5307:
 - a. Elderly individuals,
 - b. Individuals with disabilities, or
 - c. Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401*et seq.* or 42 U.S.C. 1395 *et seq.*),
5. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5307, it will:
 - a. Use competitive procurement (as defined or approved by FTA),
 - b. Not use exclusionary or discriminatory specifications in its procurements,
 - c. Comply with applicable Buy America laws, and
 - d. Comply with the:
 - (1) General provisions for FTA programs of 49 U.S.C. 5323, and
 - (2) Third party procurement requirements of 49 U.S.C. 5325,
6. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:
 - a. Has informed or will inform the public of the amounts of its Urbanized Area Formula Program funds available under 49 U.S.C. 5307, and the projects it proposes to undertake,
 - b. Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
 - c. Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - e. Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal Government source other than U.S. DOT,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - g. Has made or will make the final list of projects available to the public,
7. As required by 49 U.S.C. 5307(d)(1)(G), it:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
 - a. The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (1) Maximize the safe, secure, and efficient mobility of people,
 - (2) Minimize environmental impacts, and,
 - (3) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - b. The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (1) Design public transportation for elderly individuals and individuals with disabilities, and
 - (2) Provide public transportation for elderly individuals and individuals with disabilities, and
 - c. The requirements of 49 U.S.C. 5303—5306 for:
 - (1) Metropolitan and State Planning, and
 - (2) Private enterprise participation,
9. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
10. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:

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- a. Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects (limited to capital projects in the case of an Applicant serving an urbanized area with a population of 200,000 or more), or
 - b. That fiscal year, it will certify that such expenses for transportation security projects are not necessary,
 - c. Public transportation security projects include:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other project intended to increase the security and safety of an existing or planned public transportation, and
11. As required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:
- a. Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),
 - b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and
 - c. The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

GROUP 16. CLEAN FUELS GRANT PROGRAM

Applies to awards for Clean Fuels Grant Program funding, 49 U.S.C. 5308. Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made

The following certifications apply to each Applicant for funding under the Clean Fuels Grant Program authorized under 49 U.S.C. 5308:

1. As required by FTA regulations, "Clean Fuels Grant Program, 49 CFR part 624, specifically 49 CFR 624.7, the Applicant certifies it will operate vehicles purchased with Federal funding provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.
2. Under 49 U.S.C. 5308(d)(1), the requirements of 49 U.S.C. 5307 apply to the Clean Fuels Grant Program. To comply with those requirements, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that
 - a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
 - (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its proposed projects,
 - (4) Safety aspects of its proposed projects, and
 - (5) Security aspects of its proposed projects,
 - b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
 - c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
 - d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5308:
 - (1) Elderly individuals,
 - (2) Individuals with disabilities, or
 - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),
 - e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5308, it will:
 - (1) Use competitive procurement (as defined or approved by FTA),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws, and
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
 - f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:
 - (1) Has informed or will inform the public of the amounts of its Clean Fuels Grant Program funds available under 49 U.S.C. 5308, and the projects it proposes to undertake,
 - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
 - (3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - (5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
 - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - (7) Has made or will make the final list of projects available to the public,
 - g. As required by 49 U.S.C. 5307(d)(1)(G), it:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed,
 - h. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
 - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (a) Design public transportation for elderly individuals and individuals with disabilities, and
 - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
 - (3) The requirements of 49 U.S.C. 5303—5306 for:
 - (a) Metropolitan and State Planning, and
 - (b) Private enterprise participation, and
 - i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

GROUP 17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

Applies to awards as the direct Applicant for Elderly Individuals and Individuals with Disabilities Formula Grant Program funding 49 U.S.C. 5310, and, if qualified, for Elderly Individuals and Individuals with Disabilities Pilot Program funding, subsection 3012(b) of SAFETEA-LU. Only a State or a State organization acting as the Recipient on behalf of a State may be a direct recipient of this funding. Your State or State organization Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your State or State organization Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

The following certifications and assurances apply to each State or State organization serving as Applicant for funding and each subrecipient of funding under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized under 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized under subsection 3012(b) of SAFETEA-LU.

1. The State or State organization Applicant assures that:
 - a. Each subrecipient is:
 - (1) Recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or
 - (2) A public body that has met the statutory requirements to receive Federal funding authorized for 49 U.S.C. 5310,
 - b. The State or State organization Applicant can conclude from information in a private nonprofit subrecipient's application for 49 U.S.C. 5310 funding that:
 - (1) The transit service provided or offered to be provided by existing public or private transit operators cannot meet the special needs of elderly individuals and individuals with disabilities, because it is:
 - (a) Unavailable,
 - (b) Insufficient, or

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- (c) Inappropriate.
- c. As required by 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, the project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310.
- d. As required by 49 U.S.C. 5310(d)(2)(C), the Applicant certifies that allocations to subrecipients 49 U.S.C. 5310 funding or subsection 3012(b) funding will be distributed on a fair and equitable basis, and
- e. As required by 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, the Applicant certifies that:
- (1) The projects it has selected or will select for funding under that program were derived from a public transit human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated, and
 - (2) That locally developed, coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Representatives of public, private, and nonprofit human services providers, and
 - (c) Participation by the public.
2. As permitted by 49 U.S.C. 5310(d), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the State or State organization Applicant certifies that:
- a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:
- (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its proposed projects,
 - (4) Safety aspects of its proposed projects, and
 - (5) Security aspects of its proposed projects,
- b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,
- d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, or the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, it and each subrecipient will:
- (1) Use competitive procurement (as defined or approved by FTA),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws, and
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
- (1) Has or will have the amount of funds required for the local share,
 - (a) As required by 49 U.S.C. 5310(c), and
 - (b) Subsections 3012(b)(3) and (4) of SAFETEA-LU, if applicable,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed, and
- f. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:
- (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (a) Design public transportation for elderly individuals and individuals with disabilities, and (b) Provide public transportation for elderly individuals and individuals with disabilities, and
 - (3) The requirements of 49 U.S.C. 5303—5306 for:
 - (a) Metropolitan and State Planning, and
 - (b) Private enterprise participation.

GROUP 18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

Applies to awards for Nonurbanized Area Formula Program funding, 49 U.S.C. 5311(b). Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program funding. Separate certifications and assurances have been established in Group 22 for an Indian tribe that is an Applicant for Tribal Transit Program funding, 49 U.S.C. 5311(c)(1). The following certifications and assurances apply to each State or State organization serving as the Applicant for funding under the Nonurbanized Area Formula Program authorized under 49 U.S.C. 5311.

The Applicant assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:
 - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
 - b. Carry out each project, including the:
 - (1) Safety aspects of its proposed projects, and
 - (2) Security aspects of its proposed projects,
2. It has or will have satisfactory continuing control over the use of project equipment and facilities,
3. The project equipment and facilities will be adequately maintained,
4. As required by 49 U.S.C. 5311(b)(2)(C)(i), its program has provided for a fair distribution of Federal funding authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State,
5. As required by 49 U.S.C. 5311(b)(2)(C)(ii), its program provides or will provide the maximum feasible coordination of public transportation service to receive funding under 49 U.S.C. 5311 with transportation service assisted by other Federal sources,
6. The projects in its Nonurbanized Area Formula Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a metropolitan Transportation Improvement Program,
7. It has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g), and
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed, and
8. As required by 49 U.S.C. 5311(f), each fiscal year:
 - a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus shelters,
 - (3) Joint-use stops and depots,
 - (4) Operating grants through purchase-of-service agreements, userside subsidies, and demonstration projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. It will provide to the Federal Transit Administrator a certification of the State's chief executive officer that:
 - (1) After consulting with the affected intercity bus service providers about the intercity bus needs of the State,
 - (2) The State's intercity bus service needs are being met adequately.

GROUP 19. JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM

Applies to awards for Job Access and Reverse Commute (JARC) Formula Grant funding, 49 U.S.C. 5316. Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

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The following certifications and assurances apply to each Applicant for and subrecipient of funding under the Job Access and Reverse Commute (JARC) Formula Grant funding authorized under 49 U.S.C. 5316.

1. The Applicant certifies that:
 - a. As required by 49 U.S.C. 5316(d)(4), it will make awards of JARC funding on a competitive basis following:
 - (1) An area wide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5316(c)(1)(A) (see 49 U.S.C. 5316(d)(1)), and
 - (2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), (see 49 U.S.C. 5316(d)(2)) and
 - b. As required by 49 U.S.C. 5316(f)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
 - c. As required by 49 U.S.C. 5316(g)(3):
 - (1) The projects it has selected or will select for funding under that program were derived from a public transit human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) That locally developed, coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Representatives of public, private, and nonprofit human services providers, and
 - (c) Participation by the public, and
 - d. As required by 49 U.S.C. 5316(g)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services, and
 - e. As required by 49 U.S.C. 5316(c)(3), before using funds apportioned for projects serving an area other than that for which funding was apportioned under 49 U.S.C. 5316(c)(1)(B) or (C):
 - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of 49 U.S.C. 5316 are being met in the area from which the funding would be derived,
 - (2) If the State has a statewide program for meeting the JARC program objectives of 49 U.S.C. 5316, the funds can be used for projects anywhere in the State.
2. Under 49 U.S.C. 5316(f)(1), the requirements of 49 U.S.C. 5307 apply to the JARC Program, authorized under 49 U.S.C. 5316. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that
 - a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:
 - (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its proposed projects,
 - (4) Safety aspects of its proposed projects, and
 - (5) Security aspects of its proposed projects,
 - b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
 - c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,
 - d. As required by 49 U.S.C. 5307(d)(1)(D), it and each subrecipient will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5316:
 - (1) Elderly individuals,
 - (2) Individuals with disabilities, or
 - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),
 - e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the JARC Program, 49 U.S.C. 5316, it will:
 - (1) Use competitive procurement (as defined or approved by FTA),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws,
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
 - f. As required by 49 U.S.C. 5307(d)(1)(F), it and each subrecipient has complied with or will comply with 49 U.S.C. 5307(c) because it:
 - (1) Has informed or will inform the public of the amount of its JARC Program funds available under 49 U.S.C. 5316, and the projects it proposes to undertake,
 - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
 - (3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - (5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
 - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - (7) Has made or will make the final list of projects available to the public,
 - g. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed,
 - h. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:
 - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (a) Design public transportation for elderly individuals and individuals with disabilities, and
 - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
 - (3) The requirements of 49 U.S.C. 5303—5306 for:
 - (a) Metropolitan and State Planning, and
 - (b) Private enterprise participation, and
 - i. As required by 49 U.S.C. 5307(d)(1)(I), it and each subrecipient has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

GROUP 20. NEW FREEDOM PROGRAM

Applies to awards for New Freedom Program funding, 49 U.S.C. 5317. Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

1. The Applicant certifies that:
 - a. As required by 49 U.S.C. 5317(d)(4), it will make awards of New Freedom funding on a competitive basis following:
 - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5317(c)(1)(A) (see 49 U.S.C. 5317(d)(1)), and
 - (2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), (see 49 U.S.C. 5317(d)(2)).
 - b. As required by 49 U.S.C. 5317(e)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
 - c. As required by 49 U.S.C. 5317(f)(3):
 - (1) The projects it has selected or will select for funding under that program were derived from a public transit human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) That locally developed, coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Representatives of human services public, private, and nonprofit providers, and
 - (c) Participation by the public, and
 - d. As required by 49 U.S.C. 5316(f)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services.

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2. As permitted by 49 U.S.C. 5317(e)(1), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5310 and 49 U.S.C. 5307 to be appropriate for the New Freedom Program, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

- a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:
 - (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its proposed projects,
 - (4) Safety aspects of its proposed projects, and
 - (5) Security aspects of its proposed projects,
- b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,
- d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the New Freedom Program authorized by 49 U.S.C. 5317, it and each subrecipient will:
 - (1) Use competitive procurement (as defined or approved by FTA),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws, and
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed, and
- f. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
 - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (a) Design public transportation for elderly individuals and individuals with disabilities, and
 - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
- (3) The requirements of 49 U.S.C. 5303—5306 for:
 - (a) Metropolitan and State Planning, and
 - (b) Private enterprise participation.

GROUP 21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Applies to awards for Paul S. Sarbanes Transit in Parks Program (Parks Program) funding, 49 U.S.C. 5320.

The following certifications apply to each Applicant for funding under the Paul S. Sarbanes Transit in Parks Program (Parks Program) authorized under 49 U.S.C. 5320:

1. As required by 49 U.S.C. 5320(e)(D), the Applicant assures that it will consult with the appropriate Federal land management agency during the planning process.

2. As permitted by 49 U.S.C. 5320(i), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require certifications. Therefore as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

- a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
 - (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its proposed projects,
 - (4) Safety aspects of its proposed projects, and
 - (5) Security aspects of its proposed projects,
- b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
- d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Parks Program, 49 U.S.C. 5320, it will:
 - (1) Use competitive procurement (as defined or approved by FTA),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws, and
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- e. As required by 49 U.S.C. 5307(d)(1)(F) and 49 U.S.C. 5320(e)(2)(C), it has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it:
 - (1) Has made available, or will make available, to the public information on the amounts available for the Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake,
 - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed,
 - (3) Has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - (6) Has made or will make the final list of projects available to the public,
- f. As required by 49 U.S.C. 5307(d)(1)(G), it:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed,
- g. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
 - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (a) Design public transportation for elderly individuals and individuals with disabilities, and
 - (b) Provide public transportation for elderly individuals with disabilities, and
 - (3) The requirements of 49 U.S.C. 5303—5306 for:
 - (a) Metropolitan and State Planning, and
 - (b) Private enterprise participation, and
- h. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

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GROUP 22. TRIBAL TRANSIT PROGRAM

Applies to awards for Tribal Transit Program funds, 49 U.S.C. 5311(c)(1).

As permitted by 49 U.S.C. 5311(c)(1) the Federal Transit Administrator has established terms and conditions for direct grants funded under FTA's Tribal Transit Program authorized under 49 U.S.C. 5311(c)(1) for Indian tribal governments. To ensure compliance with those requirements, the Indian tribal government serving as the Applicant certifies and assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:
 - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
 - b. Carry out each project, including the:
 - (1) Safety aspects of its proposed projects, and
 - (2) Security aspects of its proposed projects,
2. It has or will have satisfactory continuing control over the use of project equipment and facilities,
3. The project equipment and facilities will be adequately maintained,
4. Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources,
5. It will:
 - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. part 18, specifically 49 CFR 18.36, or
 - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. It will comply with the certifications, assurances, and agreements in:
 - a. Group 08 (Bus Testing),
 - b. Group 09 (Charter Bus Agreement),
 - c. Group 10 (School Transportation Agreement),
 - d. Group 11 (Demand Responsive Service),
 - e. Group 12 (Alcohol Misuse and Prohibited Drug Use), and
 - f. Group 14 (National Intelligent Transportation Systems Architecture and Standards).

GROUP 23. TIFIA PROJECTS

Applies to awards for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6.

The following certifications apply to each Applicant for funding under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. chapter 6:

1. Federal transit law, specifically 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5307(d)(1), the Applicant certifies that:
 - a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
 - (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its projects,
 - (4) Safety aspects of its proposed projects, and
 - (5) Security aspects of its proposed projects,
 - b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
 - c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
 - d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:
 - (1) Elderly individuals,
 - (2) Individuals with disabilities, or
 - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),
 - e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported with TIFIA funding under 23 U.S.C. chapter 6, it will:
 - (1) Use competitive procurement (as defined or approved by FTA),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws, and
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
 - f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied or will comply with 49 U.S.C. 5307(c) because it:
 - (1) Has informed or will inform the public of the amounts of its TIFIA credit assistance available under 23 U.S.C. chapter 6, and the projects it proposes to undertake,
 - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects it proposes to fund,
 - (3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - (5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
 - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - (7) Has made or will make the final list of projects available to the public,
 - g. As required by 49 U.S.C. 5307(d)(1)(G), it:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed,
 - h. As required by 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (a) Design public transportation for elderly individuals and individuals with disabilities, and
 - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
 - (3) The requirements of 49 U.S.C. 5303-5306
 - (a) Metropolitan and State Planning, and
 - (b) Private enterprise participation,
 - i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation,
 - j. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:
 - (1) Each fiscal year it will spend at least one (1) percent of its funding attributed to 49 U.S.C. 5307 for public transportation security projects, or
 - (2) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,
 - (3) Public transportation security projects include:
 - (a) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (b) Increased camera surveillance of an area in or adjacent to that system,
 - (c) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (d) Any other project intended to increase the security and safety of an existing or planned public transportation, and
 - k. As required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:
 - (1) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined at 49 U.S.C. 5302(a),
 - (2) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and
 - (3) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

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2. Federal transit law at 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5309. As required by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless:

- a. It is eligible to receive Federal funding for those expenses, and
- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

GROUP 24. DEPOSITS OF FEDERAL FINANCIAL FUNDING TO STATE INFRASTRUCTURE BANKS

Applies to awards for 49 U.S.C. chapter 53 funding on behalf of a State Applicant that intends to deposit the funding in a State Infrastructure Bank (SIB). Unless we determine otherwise in writing, the State Applicant itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in a project financed with our funds deposited in the SIB. Consequently, we encourage the Applicant to take appropriate measures to obtaining sufficient documents from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State Applicant has made.

The following certifications apply to each Applicant for funding under the State Infrastructure Bank Program authorized under 23 U.S.C. 610. The State organization, serving as the Applicant for funding for its State Infrastructure Bank (SIB) Program, assures the agreement of both its SIB and each recipient of SIB funding (subrecipient) that each public transportation project financed with SIB funds will be administered in accordance with:

1. The applicable Federal laws establishing the various SIB programs since 1995:
 - a. Section 1602 of SAFETEA-LU, now codified in 23 U.S.C. 610, or
 - b. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
 - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. The Cooperative Agreement establishing the State's SIB program between:
 - a. The State Applicant and Federal parties (FHWA, FRA, and FTA), or
 - b. The State Applicant and Federal parties (FHWA and FTA),
3. The Grant Agreement with the State Applicant that provides FTA funding for the SIB, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. Section 1602 of SAFETEA-LU, now codified in 23 U.S.C. 610,
 - b. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or
 - c. Federal guidance pertaining to the SIB Program,
 - d. The Cooperative Agreement establishing the State's SIB Program, or
 - e. The FTA Grant Agreement,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307 and 49 U.S.C. 5309, apply to any project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601-608.). Therefore:
 - a. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), the Applicant certifies that:
 - (1) As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
 - (a) Legal capacity to carry out its proposed projects,
 - (b) Financial capacity to carry out its proposed projects,
 - (c) Technical capacity to carry out its proposed projects,
 - (d) Safety aspects of its proposed projects, and
 - (e) Security aspects of its proposed projects,
 - (2) As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
 - (3) As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
 - (4) As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:
 - (a) Elderly individuals,
 - (b) Individuals with disabilities, or
 - (c) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),
 - (5) As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported by the SIB program, 23 U.S.C. 610, it will:
 - (a) Use competitive procurement (as defined or approved by FTA),
 - (b) Not use exclusionary or discriminatory specifications in its procurements,
 - (c) Comply with applicable Buy America laws, and
 - (d) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (e) Comply with the third party procurement requirements of 49 U.S.C. 5325,
 - (6) As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply 49 U.S.C. 5307(c) because it:
 - (a) Has informed or will inform the public of the amounts of its SIB funding under 23 U.S.C. 610, and the projects it proposes to undertake,
 - (b) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
 - (c) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
 - (d) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - (e) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
 - (f) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - (g) Has made or will make the final list of projects available to the public,
 - (7) As required by 49 U.S.C. 5307(d)(1)(G), it:
 - (a) Has or will have the amount of funds required for the local share,
 - (b) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (c) Will provide the local share funds when needed,
 - (8) As required by 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - (a) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - 1 Maximize the safe, secure, and efficient mobility of people,
 - 2 Minimize environmental impacts, and
 - 3 Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (b) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - 1 Design public transportation for elderly individuals and individuals with disabilities, and
 - 2 Provide public transportation for elderly individuals and individuals with disabilities, and
 - (c) The requirements of 49 U.S.C. 5303-5306 for:
 - 1 Metropolitan and State Planning, and
 - 2 Private enterprise participation,
 - (9) As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - (a) Raising a fare, or
 - (b) Implementing a major reduction of public transportation,
 - (10) As required by 49 U.S.C. 5307(d)(1)(J), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:
 - (a) Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects, or
 - (b) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,
 - (c) Public transportation security projects include:
 - 1 Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - 2 Increased camera surveillance of an area in or adjacent to that system,
 - 3 Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - 4 Any other project intended to increase the security and safety of an existing or planned public transportation project, and
 - (11) As required by 49 U.S.C. 5307(d)(1)(K), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:
 - (a) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),
 - (b) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and
 - (c) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

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b. To comply with 49 U.S.C. 5309, specifically 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless:

(1) It is eligible to receive Federal funding for those expenses, and

(2) Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

3. Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

APPENDIX A

Title VI Agreement / Contract Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

Title VI Agreement / Contract Requirements

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Arizona Department of Transportation will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) does hereby remise, release, quitclaim and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certify and assure is also required. CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANA

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Arizona Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Arizona Department of Transportation, its successors and assigns.

The Arizona Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and]* (2) that the Arizona Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (Public Law 100.tractors and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certify and assure is also required.ation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it

***Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

APPENDIX C

Title VI Agreement / Contract Requirements

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Arizona Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil tractors and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certi

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Arizona Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Arizona Department of Transportation pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc. as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, or sex shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of Transportation and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certify and

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Arizona Department of Transportation and its assigns.

***Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

MEMBER OF WHICH COG OR MPO?

CAAG
CYMPO
FYMPO
MAG
NACOG
PAG
SEAGO
WACOG

Congressional Districts

1
2
3
4
5
6
7
8

For Which Program(s) Are You Applying?

5310 Elderly or Disabled Individuals
5316 Job Access Reverse Commute (JARC)
5317 New Freedom
Mobility Management

Vehicle Locations

Gila County, d.b.a. Gila Employment and Services
Gila County, d/b/a Gila Employment and Services
0
0
0

Training Providers

ADOT
In house
Fire Department
Health Department
Contracted Agency
Other

CD

- 1 Heavy Duty 40+ foot buses
- 2 Heavy Duty under 40 foot, but greater than 30 foot
- 3 Medium duty 20-30 foot buses or mini-buses
- 4 Light duty 20-30 foot vans (larger cutaways, and
- 5 Light duty 15-25 foot vans (smaller cutaways, medium vans) and suburban's or large 4x4 wagons)
- 6 Support vehicles (sedans, station wagons, SUV's)

Condition Codes:

- 1 FAILURE - Use is impossible or unsafe
- 2 POOR - Requires major repairs frequently
- 3 ADEQUATE - Requires frequent minor repairs
- 4 GOOD - Elements are in good working order
- 5 EXCELLENT - Brand new or less than one year

Yes	X
No	N/A

1st
2nd

5310
5311
5316
5317

--

Vehicle Types
1 TON PANEL TRUCK WITH TOMMY LIFT
3/4 TON CREW CAB PICKUP
3/4 TON CREW CAB PICKUP 4 X 4
CUTAWAY WITH LIFT
26.5 ft Low Floor 13 pass. Hybrid Electric Bus
MAXIVAN NO LIFT (12 Passenger)
MAXIVAN WITH LIFT (8 Passenger)
MINIVAN NO LIFT (6 - 7 Passenger)
MINIVAN WITH RAMP (5 Passenger)
SUBURBAN 3/4 TON 4X4

not	Vehicle Location Addresses:
	David B. Caddell 5515 S. Apache Ave. Suite 200, Globe AZ
	Gila County, d/b/a Gila Employment and Special Training 5
	, AZ
l maxi vans, etc.)	, AZ
mini-vans, small maxivans (includ	, AZ
	, AZ
, Pickups, etc.)	, AZ
	, AZ
	, AZ
	, AZ
	, AZ
	, AZ

ler, nominal or infrequent minor repairs
ar old

<i>Cost Estimate</i>	
\$	45,377.12
\$	30,600.00
\$	26,262.71
\$	59,481.46
\$	55,462.50
\$	25,389.26
\$	55,675.94
\$	24,966.00
\$	35,484.00
\$	35,722.76

7 85501

515 S. Apache Ave. Suite 200, Globe AZ 85501



GILA COUNTY ATTORNEY

Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1222

Consent Agenda Item 3- A

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Bryan
Chambers,
Chief Deputy
County
Attorney

Submitted By:

Bryan Chambers, Chief Deputy County
Attorney, County Attorney

Department: County Attorney

Fiscal Year: 2012

Budgeted?: Yes

Contract Dates n/a

Grant?: No

Begin & End:

Matching No
Requirement?:

Fund?: Renewal

Presenter's Name:

Information

Request/Subject

Resolution No. 12-05-01 officially accepting Tomahawk Trail and Western Way as public roads.

Background Information

On March 20, 2012, the Gila County Board of Supervisors entered into a Settlement Agreement with certain landowners in the Strawberry Ridge Estates subdivision in northern Gila County. Pursuant to this agreement which was signed by the landowners April 2, 2012, the County agreed to accept ownership and maintenance of Tomahawk Trail and Western Way within the subdivision within thirty days of the execution of the agreement. This proposed Resolution accomplishes that requirement.

Evaluation

Adoption of this Resolution is required by the Settlement Agreement.

Conclusion

Adoption of this Resolution is required by the Settlement Agreement.

Recommendation

The County Attorney's Office recommends that the Board of Supervisors adopt the proposed Resolution.

Suggested Motion

Approval to adopt Resolution No. 12-05-01 officially accepting Tomahawk Trail and Western Way as shown on Strawberry Creek Foothills Subdivision Map, Official Map Number 572 and 572A, Gila County Records, as public roads to be maintained as public roadways in the Gila County Maintained Roadway System.

Attachments

RESOLUTION NO. 12-05-01

Plat 0572

Plat 0572A



RESOLUTION NO. 12-05-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OFFICIALLY ACCEPTING TOMAHAWK TRAIL AND WESTERN WAY AS SHOWN ON STRAWBERRY CREEK FOOTHILLS SUBDIVISION MAP, OFFICIAL MAP NUMBER 572 AND 572A, GILA COUNTY RECORDS, AS PUBLIC ROADS AND TO BE MAINTAINED AS PUBLIC ROADWAYS IN THE GILA COUNTY MAINTAINED ROADWAY SYSTEM

WHEREAS, in accordance with the provisions of A.R.S. §28-6705 the Gila County Board of Supervisors may spend public monies for maintenance of public roads other than highways; and,

WHEREAS, said Board of Supervisors acknowledges these roads were laid out, opened and constructed without cost to the County.

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that Tomahawk Trail and Western Way as shown on Strawberry Creek Foothills Subdivision Map No. 572 and 572A, Gila County Records, may be maintained as public roadways.

PASSED AND ADOPTED this 1st day of May 2012.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard,
Deputy Clerk of the Board

Tommie C. Martin, Chairman of the Board

Approved as to Form:

Bryan Chambers, Chief Deputy County Attorney

STRAWBERRY CREEK FOOTHILLS

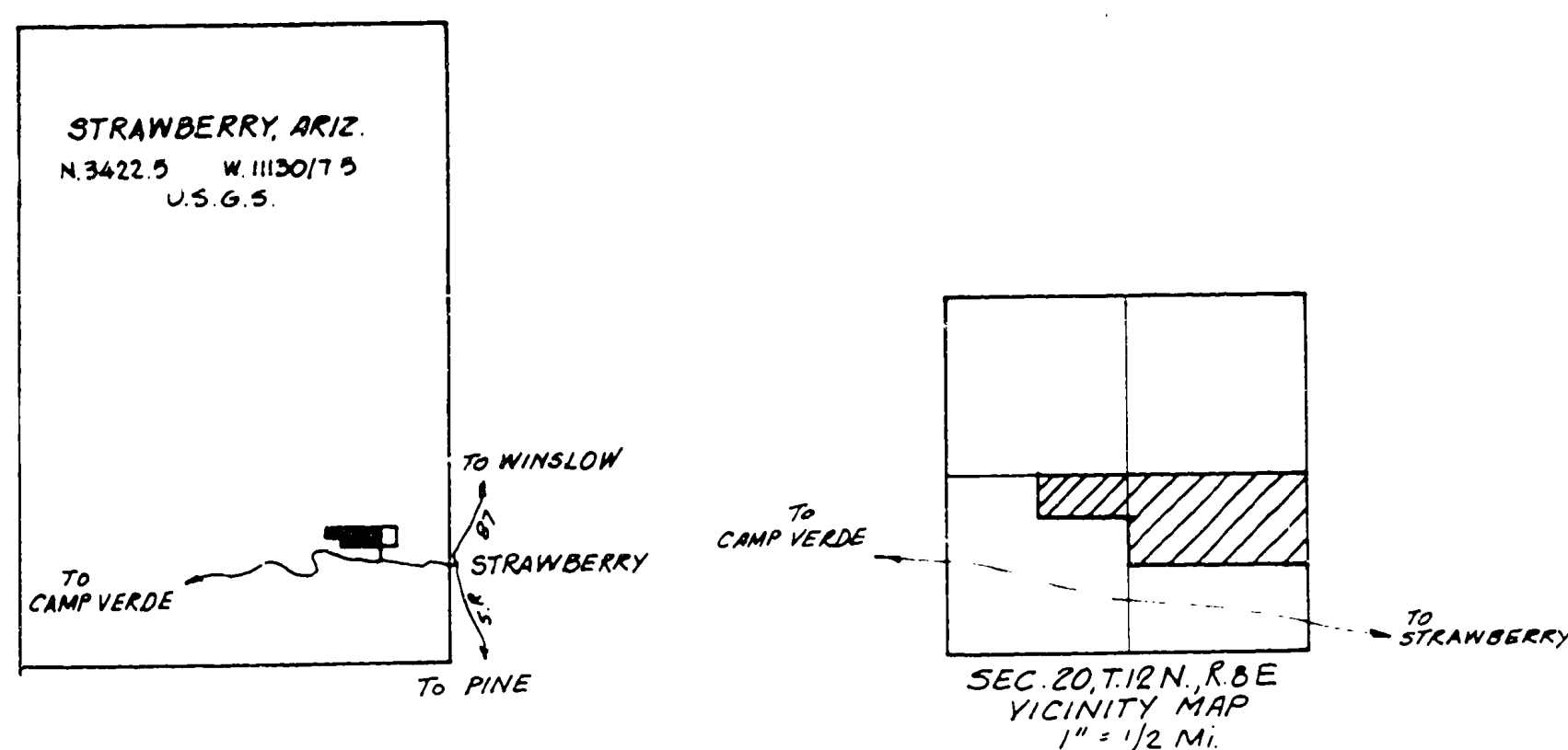
(FORMERLY STRAWBERRY PINES UNITS II & III, AMENDED)

A SUBDIVISION OF A PORTION OF THE SOUTH 1/2 OF SECTION 20, T.12N., R.8E., G.S.R.B.&M., GILA COUNTY, ARIZONA

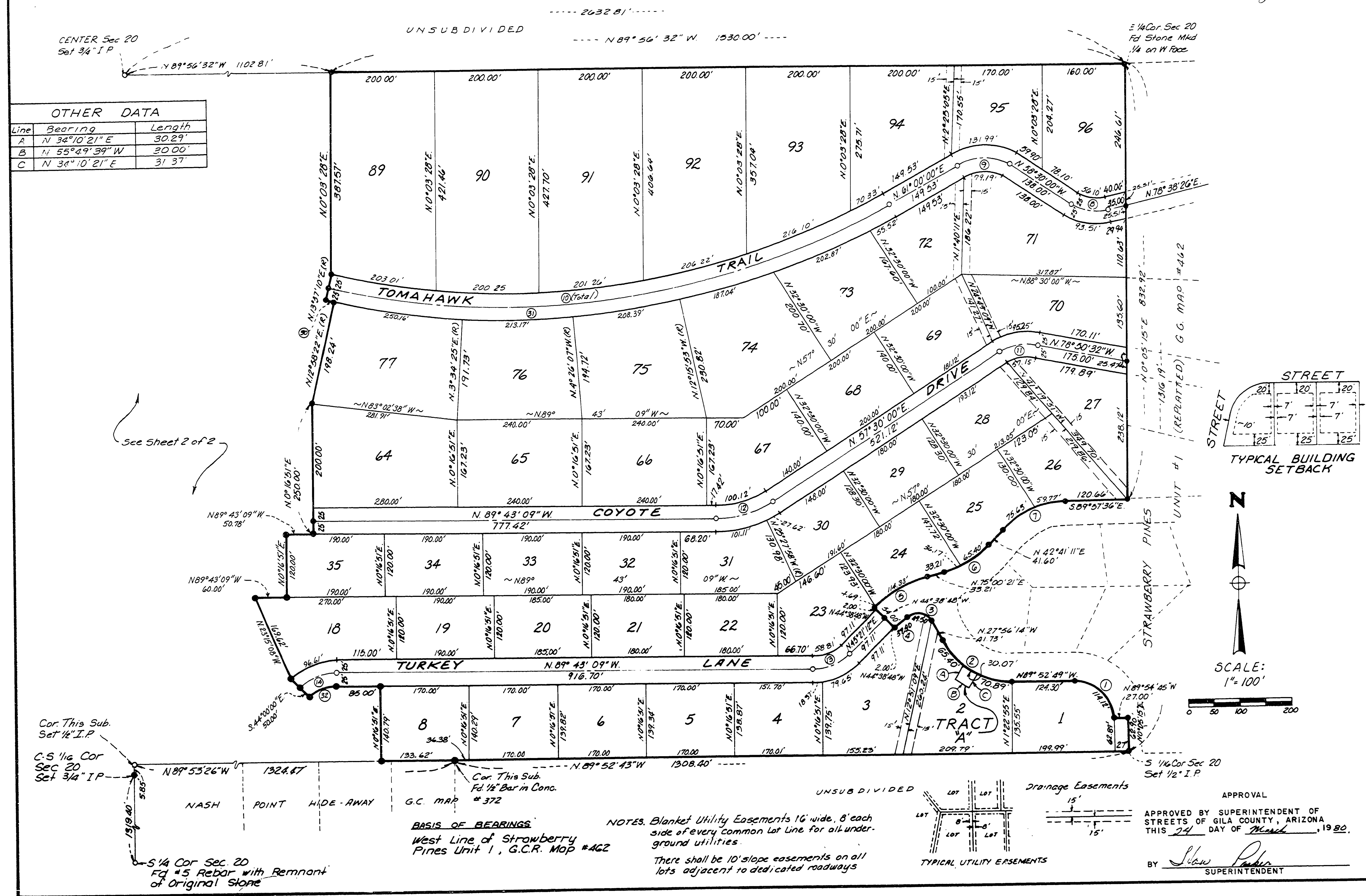
STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Dashney, Steele & Jensen Inc.
Date March 31, 1980 Time 11:30 A.M. Filed Official Records Map File 572
Records of Gila County, Arizona
WITNESS my hand and official seal the day and year first above written
MARY V. DE PAOLI, County Recorder
By /s/ [Signature] Deputy

CURVE DATA				
NO.	Δ	R	TAN.	L
1	89°58'04"	72.68'	72.64'	114.12'
2	61°56'35"	153.88'	92.36'	166.36'
3	94°31'57"	30.00'	32.47'	49.50'
4	12°10'37"	175.98'	18.77'	37.40'
5	29°39'09"	229.98'	60.88'	119.02'
6	32°19'10"	180.07'	52.18'	101.57'
7	47°21'13"	163.83'	71.84'	135.40'
8	42°51'34"	100.00'	39.25'	74.80'
9	60°30'00"	100.00'	58.92'	105.59'
10	47°50'00"	1500.00'	665.23'	1252.27'
11	43°39'28"	100.00'	40.06'	76.20'
12	32°46'51"	200.00'	58.83'	114.43'
13	44°55'39"	100.00'	41.35'	78.41'
14	44°16'51"	100.00'	40.69'	77.29'
30	0°38'48"	1525.00'	8.61'	17.21'
31	42°37'10"	1500.00'	585.12'	1115.77'
32	44°16'51"	75.00'	30.12'	57.96'

⑤ Denotes Curve Number



OTHER DATA		
Line	Bearing	Length
A	N 34°10'21"E	30.29'
B	N 55°49'39"W	30.00'
C	N 34°10'21"E	31.37'



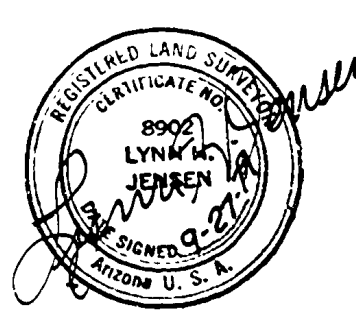
DEDICATION
STATE OF ARIZONA) ss
COUNTY OF GILA)
KNOW ALL MEN: BY THESE PRESENTS THAT THE ARIZONA TITLE INSURANCE AND TRUST COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE, HAS SUBDIVIDED UNDER THE NAME OF STRAWBERRY CREEK FOOTHILLS, FORMERLY STRAWBERRY PINES UNITS II & III AMENDED, A PORTION OF THE SOUTH 1/2 OF SECTION 20, T. 12 N., R. 8 E., G. & S. R. B. & M., GILA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT CONSISTING OF TWO SHEETS AS AND FOR THE PLAT OF SAID STRAWBERRY CREEK FOOTHILLS, FORMERLY STRAWBERRY PINES UNITS II & III, AMENDED, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE MEASUREMENTS AND THE DIMENSIONS OF THE LOTS, TRACTS, AND STREETS CONSTITUTING SAME ON SAID PLAT, AND THAT EACH LOT, EACH TRACT, AND EACH STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT, AND THE ARIZONA TITLE INSURANCE AND TRUST COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE RESERVED FOR THE PURPOSES SHOWN.

ARIZONA TITLE INSURANCE AND TRUST COMPANY, AS TRUSTEE
BY: Roderick N. Collo
TRUST OFFICER

ACKNOWLEDGEMENT
STATE OF ARIZONA) ss
COUNTY OF GILA)
ON THIS, THE 27 DAY OF September, 1979
BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED
Roderick N. Collo, who acknowledged himself
TO BE THE TRUST OFFICER FOR THE ARIZONA TITLE INSURANCE
AND TRUST COMPANY, AN ARIZONA CORPORATION, AND THAT HE, AS
SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE
FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY
SIGNING THE NAME OF THE CORPORATION, BY HIMSELF, AS SUCH
OFFICER.
IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL
SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-13-81

APPROVALS
APPROVED BY THE GILA COUNTY PLANNING AND ZONING COMMISSION
THIS 24 DAY OF March, 1980
BY [Signature] CHAIRMAN
APPROVED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA,
THIS 24 DAY OF March, 1980
BY [Signature] CHAIRMAN
ATTEST [Signature] CLERK

CERTIFICATION
THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE
PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY
DIRECTION DURING THE MONTH OF September, 1979.
[Signature]
LYNN H. JENSEN, REGISTERED LAND SURVEYOR



APPROVED BY SUPERINTENDENT OF STREETS OF GILA COUNTY, ARIZONA
THIS 24 DAY OF March, 1980.
BY [Signature] SUPERINTENDENT

DASHNEY, STEELE & JENSEN, INC.
CONSULTING ENGINEERS
3016 E. THOMAS ROAD, SUITE 10 PHOENIX, ARIZONA 85016 957-7920
503 W. MAIN STREET PAYSON, AZ 85541 474-5313

STRAWBERRY CREEK FOOTHILLS
(FORMERLY STRAWBERRY PINES UNITS II & III AMENDED)

DES.	DR.	CHK.	SHEET	TOTAL	AS
DATE	DATE	DATE	NO.	SHEETS	BUILT
			1	2	

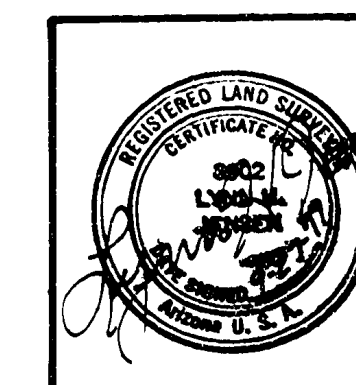
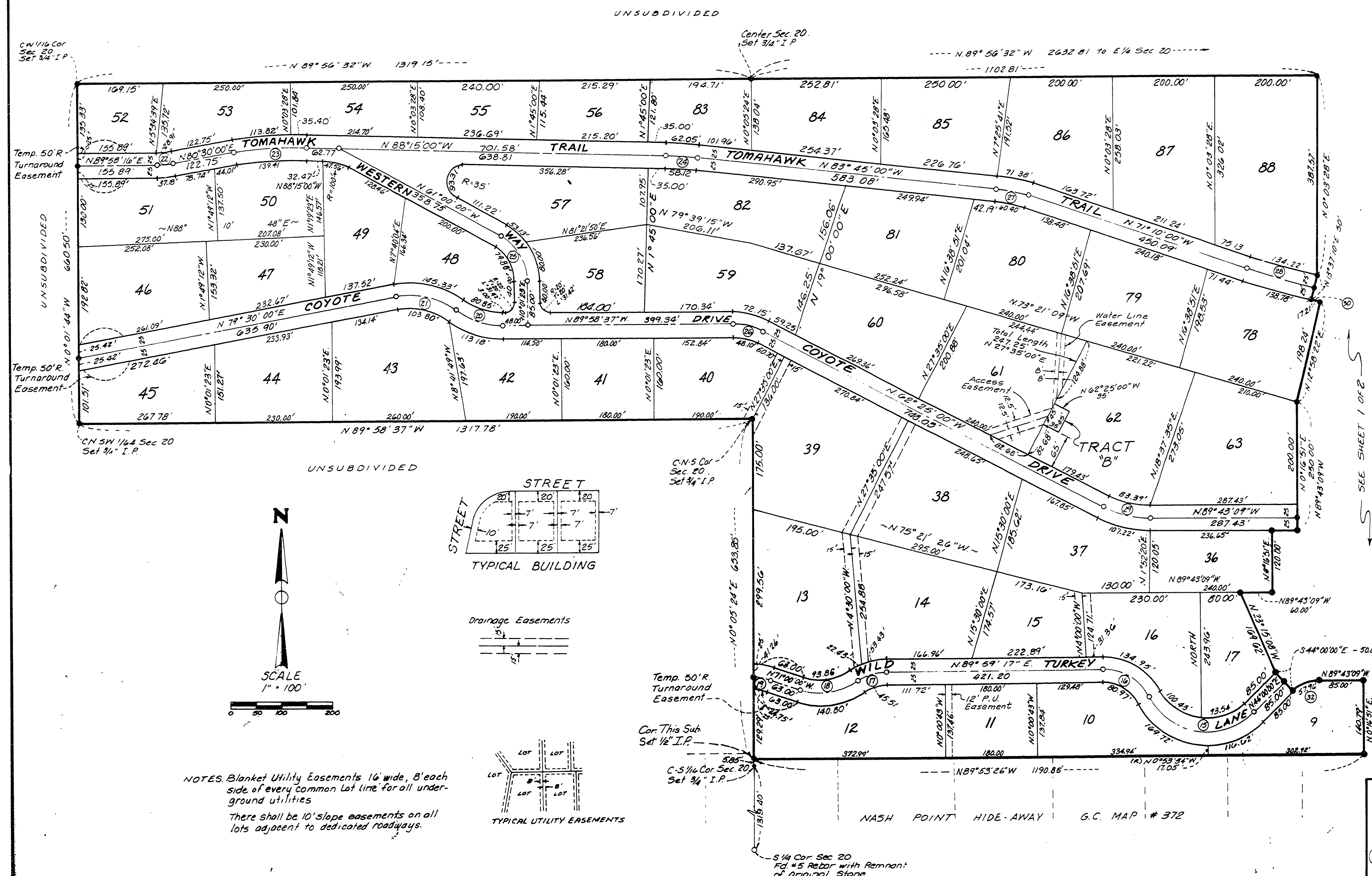
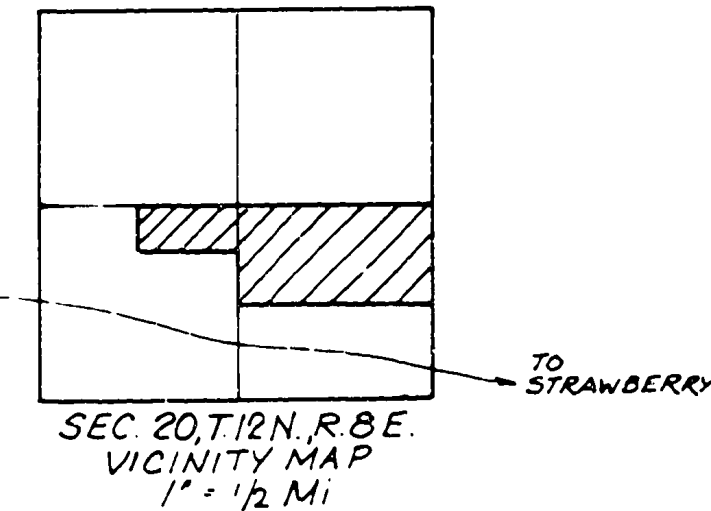
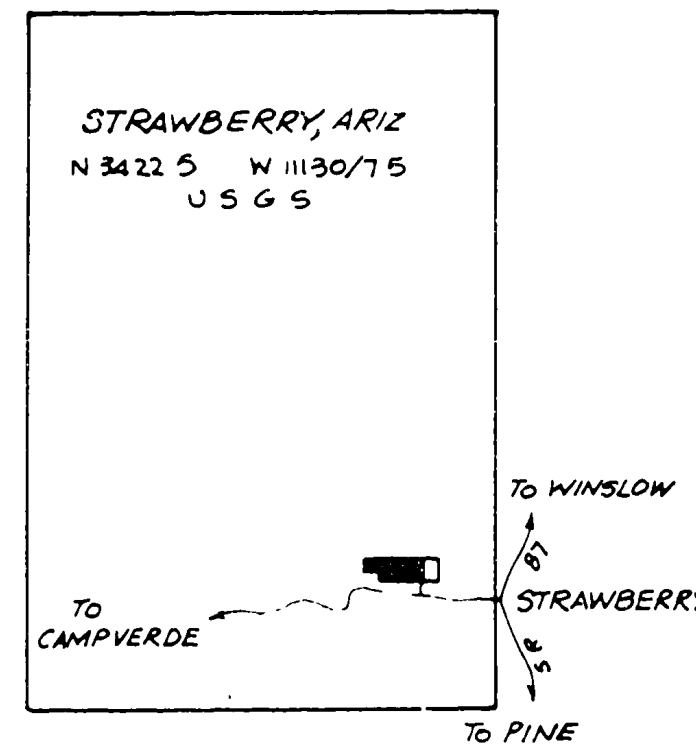
SCALE 1" =

STRAWBERRY CREEK FOOTHILLS

(FORMERLY STRAWBERRY PINES UNITS II & III, AMENDED)

A SUBDIVISION OF A PORTION OF THE SOUTH 1/2 OF SECTION 20, T.12 N., R.8 E.,
G. & S. R. B. & M., GILA COUNTY, ARIZONA

CURVE DATA				
NO	Δ	R	TAN	L
15	105°50'46"	130.00'	172.04'	240.16'
16	91°51'29"	100.00'	59.92'	107.96'
17	34°46'07"	100.00'	31.31'	60.68'
18	53°46'50"	125.00'	63.39'	117.33'
19	18°54'36"	100.00'	16.65'	35.00'
20	37°03'26"	150.00'	50.27'	97.02'
21	47°34'49"	150.00'	66.13'	124.57'
22	9°28'16"	200.00'	16.57'	33.05'
23	11°15'00"	735.00'	72.39'	144.32'
24	4°30'00"	765.00'	30.06'	60.08'
25	61°01'23"	100.00'	58.93'	106.51'
26	27°33'37"	125.00'	30.66'	60.13'
27	12°35'00"	300.00'	33.08'	65.89'
28	5°12'50"	1500.00'	68.30'	136.50'
29	27°18'09"	200.00'	48.57'	95.30'
30	0°38'48"	1525.00'	8.61'	17.21'
32	44°16'51"	75.00'	30.12'	57.96'



DASHNEY, STEELE & JENSEN, INC.				
CONSULTING ENGINEERS				
3015 E. THOMAS ROAD, SUITE 10 PHOENIX, ARIZONA 85016 957-7920			503 W. MAIN STREET PAYSON, AZ 85541 474-5315	
STRAWBERRY CREEK FOOTHILLS				
(FORMERLY STRAWBERRY PINES UNITS II & III, AMENDED)				
DES.	DR.	CK.	SHEET	AS
DATE	DATE	DATE	NO	TOTAL SHEETS
			2	2
SCALE 1" =				

ARF-1208**Consent Agenda Item 3- B****Regular BOS Meeting****Meeting Date:** 05/01/2012**Submitted For:** Lorraine Dalrymple, Health Services
Program Manager**Submitted By:** Lorraine Dalrymple
Health Services Program Manager
Health & Emergency Services Division**Department:** Health & Emergency Services Division**Division:** Health Services**Fiscal Year:** 2012-2013**Budgeted?:** Yes**Contract Dates** July 1, 2012 - June 30, 2013**Grant?:** Yes**Begin & End:****Matching** No**Fund?:** Renewal**Requirement?:****Presenter's Name:**

Information**Request/Subject**

Approval of Amendment No. 2 to Contract No. HP961245-003 to continue to provide Newborn Intensive Care Program Community Nursing.

Background Information

Gila County has been providing Community Nursing Services to families who qualify for the Newborn Intensive Care Program. Services are provided in all of Gila County and on the San Carlos reservations. A Registered Nurse specializing in newborns, who have been in the NICU, visits the families in their homes to assess the child and assist the families with any concerns. We have been subcontracting these services to a qualified nurse.

Evaluation

The Community Nursing Services component of the High Risk Perinatal Program/Newborn Intensive Care Program (HRPP/NICP) delivers a coordinated system of specialized nursing services to infants who are enrolled in the Program. The Community Health Nurse (CHN) provides support to families during the transition of the infant to home; conducts developmental, physical and environmental assessments; screens mother for post partum wellness; and provides education about intraconception health. When appropriate, the CHN makes referrals to specific community services as needed. The mission is to reduce maternal and infant mortality and morbidity.

Conclusion

The HRPP/NICP Program provides valuable nursing services to residents of Gila County and the San Carlos Indian Reservation by providing specialized nursing care to parents and infants in the NICP Program. The nurse provides home visits as needed.

Recommendation

The Director of Gila County Division of Health and Emergency Services recommends that the County extend the HRPP/NICP Community Nursing Contract No. HP961245-003 for an additional year beginning on July 1, 2012, and ending June 30, 2013, by adopting Amendment No. 2 of said contract.

Suggested Motion

Approval of Amendment No. 2 to HRPP/NICP Community Nursing Contract No. HP961245-003 between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services to extend the contract for an additional year, from July 1, 2012, to June 30, 2013.

Attachments**NICP Contract****NICP Amendment #1****Amendment No. 2****Legal Explanation**



OFFER AND ACCEPTANCE

SOLICITATION NO: HP961245

ARIZONA ADHS
OF HEALTH SERVICES
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Submit this form with an original signature to the:

Arizona DEPARTMENT of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007

The Undersigned hereby Offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.
In accordance with A.R.S. 35-393.06, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
In accordance with A.R.S. 35-391.06, the Offeror hereby certifies that the Offeror does not have any scrutinized business operations in Sudan.

Arizona Transaction (Sales) Privilege Tax License No:

Federal Employer Identification No: 86-6000444

For Clarification of this Offer. Contact:

Name: David H. Fletcher
Telephone: 928-425-3189 ext. 8801
FAX: 928-425-0794

Gila County Division of Health &
Community Services

Company Name

315 S. Apache Ave. Suite 100

Address

Globe, Arizona 85501

City, State, ZIP Code

Shirley Dawson

Signature of Person Authorized to Sign Offer

Ms. Shirley Dawson

Printed Name

Chairman, Board of Supervisors

Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: HP961245 - 003

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this 30th day of June, 2009

Elizabeth Pryle
DEPUTY CHIEF PROCUREMENT OFFICER

SOLICITATION NO: HP961245**SOLICITATION AMENDMENT ONE (1)**

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: April 8, 2009 at

3:00 P.M

Contact: Christine Ruth

A signed copy of this amendment must be submitted with your Solicitation Response This Solicitation is amended as follows:

Solicitation HP961245 is amended as follows:

- 1 The Scope of Work, Page Twenty-eight (28), Paragraph One (1), Tasks, Section 1 2 is replaced in its entirety to read as follows:

1 2 Provide a program that recruits, hires, trains, and supervises community health nurses. If early interventionists and/or social workers are part of the home based visitation program, they shall also be recruited, hired, trained and supervised.
- 2 Replace the Price Sheet, Page Thirty-two (32) in its entirety with the Price Sheet, Page Two (2) of this Solicitation Amendment

Vendor hereby acknowledges receipt and understanding of
above amendment

Shirley Dawson 3/30/09
Signature Date

Name and Title:

Shirley Dawson, Chairman, Board
Name of Company: of Supervisors
Gila County

The above referenced Solicitation Amendment is hereby
executed this 23rd day of March, 2009 in Phoenix, Arizona.

Christine Ruth

Signature

Title: Christine Ruth, Chief Procurement Officer

UNIFORM TERMS AND CONDITIONS SOLICITATION NO: HP961245

A. Definition of Terms As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
12. *"State"* means the State of Arizona and ADHS or Agency of the State that executes the Contract.
13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

B Contract Interpretation

1. **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it
3. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.1 Special Terms and Conditions;
 - 3.2 Uniform Terms and Conditions;

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- 3.3 Statement or Scope of Work;
 - 3.4 Specifications;
 - 3.5 Attachments;
 - 3.6 Exhibits; and
 - 3.7 Documents referenced or included in the Solicitation
- 4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract
 - 6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding
 - 7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

C. Contract administration and operation.

- 1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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- 7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 9 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this contract.

D. Costs and Payments

1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
3. Applicable Taxes.
 - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes
 - 3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes
 - 3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 5.1 Accept a decrease in price Offered by the Contractor;

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- 5.2 Cancel the Contract; or
- 5.3 Cancel the contract and re-solicit the requirements.

E. Contract Changes

- 1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

F. Risk and Liability

- 1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 2. Indemnification
 - 2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' Departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
 - 2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 4. Force Majeure.
 - 4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure

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includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence

4.2 Force Majeure shall not include the following occurrences:

4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

G. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens

2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

2.1 Of a quality to pass without objection in the trade under the Contract description;

2.2 Fit for the intended purposes for which the materials are used;

2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

2.4 Adequately contained, packaged and marked as the Contract may require; and

2.5 Conform to the written promises or affirmations of fact made by the Contractor.

3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract

4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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5. Year 2000

- 5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

- 6 Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7. Survival of Rights and Obligations after Contract Expiration or Termination

- 7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

H. State's Contractual Remedies

1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
2. Stop Work Order.
- 2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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- 2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive
4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

I. Contract Termination

1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Contractor.
3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
5. Termination for Default.
 - 5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory

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progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand

5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor

6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

J. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

K. Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

L. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007

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A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

B. Term of Contract (3 Years)

The term of any resultant contract shall commence on July 1, 2009, and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein

C. Contract Extensions 5 Year Maximum

The initial contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years

D. Contract Type

☒ Fixed Price

E. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State

G. Key Personnel

It is essential that the Contractor provide adequate experienced key and essential personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall agree to assign specific individuals to the key positions. "Key Personnel" is defined as directors, managers and supervisors that shall be responsible for the complete delivery of services, schedule, supervision of staff and preparation and delivery of reports. "Essential personnel" is defined as the staff required to perform the assigned tasks, including but not limited to, graphic design artists, customer service representatives, printing experts, warehouse fulfillment staff and shipping clerks.

At a minimum key personnel shall include a Project Manager with the technical qualifications to fully support the ADHS Program Unit Managers and ensure Contractor performance throughout the term of the Contract, as described in the Special Instructions

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the ADH Program Unit Manager, and shall, subject to the concurrence of ADHS, replace such personnel with personnel of substantially equal ability and qualifications.

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H. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

I. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

J. Volume of Work

ADHS does not guarantee a specific amount of work either for the life of this Contract or on an annual basis ADHS anticipates activity. However, all work to be performed under this Contract will be authorized by a Purchase Order issued by the Program placing the order. Quantities will be provided for each item to be produced and delivered by the Contractor.

K. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

L. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

M. Order Process

The award of a contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

N. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

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O. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Vendor with the Federal Employer Identification (FEI) Number identified in the Contract. Vendor invoices requesting payment to any Entity, Group or individual other than the contractually specified Vendor shall be returned to the Vendor for correction.

The Vendor shall review and insure that the invoices for services provided show the correct Vendor name prior to sending them to the ADHS Accounting Office for payment.

If the Vendor Name and FEI Number change, the Vendor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Vendor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Vendor and entered into the system prior to any payments being made to the new Vendor.

P. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03

Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

Q. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet Contract standards.

R. Authorization for Services

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

S. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

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3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph one (1).

T. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

U. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

V. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |

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• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *"The Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language: *"The Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

1.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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- c The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract;
- 2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources; and
- 2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract
2. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
3. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
4. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract
- All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
5. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
6. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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W. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

X. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
 - 1.2 Alternative methods to ensure there are products in the supply chain; and
 - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms;
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and
 - 2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided contract(s)

Y. Transition Activities

1. Upon termination of this Contract, if ADHS anticipates a continued need for the Contract Services specified herein and a contract is awarded to a new Contractor, there shall be a transition of services period of not less than thirty (30) days. During this period, the existing Contractor shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities.
2. An authorized representative from ADHS shall coordinate all transition activities. A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor, or Contractors, personnel and/or staff to implement the transfer of duties

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3. ADHS reserves the right to determine which projects nearing completion will remain with the current Contractor of record.
4. The Contractor shall return all ADHS equipment, reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

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**High Risk Perinatal Program/Newborn Intensive Care Program (HRPP/NICP)
Community Nursing**

A. Background

Prior to 1967, Arizona had one of the highest infant mortality rates in the country. That same year, in an effort to reduce the infant mortality rates, the State of Arizona (State) applied for and received a federal demonstration grant. The grant was designed to reduce infant death by transporting critically ill newborns from rural hospitals into intensive care centers. To meet the federal grant requirements community health nurses also followed infants for five (5) years. Between 1967 and 1971 there was a significant reduction in infant mortality. The State began funding the transport program in 1972.

In 1975 Arizona received a Robert Wood Johnson Foundation Grant to develop regionalized perinatal care. A component of that system was the follow-up of families whose infants were enrolled in the Newborn Intensive Care Program (NICP) up to the infant's first year of age.

In the late 1980's the Office of Women's and Children's Health (OWCH) in coordination with the County Health Departments identified a need for community health nursing home-based services for those infants who may not have been critically ill at birth but were diagnosed with problems at a later date. These other children with special health care needs are now also receiving home visits in all counties. The OWCH and the Office for Children with Special Health Care Needs (OCSHCN) have collaborated to support the home visiting program that provides assessment and intervention for eligible children. The age level for services was extended to three (3) years for NICP and twenty-one (21) years for OCSHCN eligible children.

The Community Health Nurse (CHN) Program is an important part of ensuring that each child is receiving the appropriate level of services for improved development and growth, which may include being part of a team of caregivers that work collaboratively.

The goals of the Community Nursing Program are:

1. Reduce infant mortality and morbidity. This is accomplished by specially trained Community Health Nurses (CHNs) and other qualified health professionals who through a home visiting program complete a physical, developmental, psychosocial and environmental assessment of infants, provide family support and early intervention along with referral services to community resources as needed and provide intraconception support and education to the mother.
2. Assure that high standards of care and service are provided and maintained; and
3. Implement a family-centered interdisciplinary approach to home based service.

B. Objective

Assist in the smooth transition of medically fragile NICP enrolled infants and their families from a Newborn Intensive Care Unit to home and provide family-centered, culturally and developmentally appropriate coordinated home visiting services to these infants and other children and families identified with special health care needs. This care will include collaborating with the mothers on issues related to their own wellbeing in an effort to improve their ability to meet the needs of the enrolled infants and decrease the likelihood of a poor birth outcome with subsequent pregnancies.

C. Scope of Work

The Contractor shall assume the responsibility for the provision of a home visitation program for infants enrolled in the HRPP/NICP to include physical, developmental, psychosocial and environmental assessment of the discharged infant and a post partum wellness assessment of the mother as well as an assessment of her interconception health status. This shall include coordination of and referral to community services, as needed, and follow up for infants identified by Newborn Screening Program as needing repeat testing.

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1. Tasks

The Contractor shall:

- 1.1 Provide a home based visitation program, which shall include a CHN, and may include an early interventionist and/or a social worker for children enrolled in the NICP or other children with special health care needs.
- 1.2 Provide a program that at a minimum recruits, hires, trains, and supervises community health nurses, early interventionists and social workers;
- 1.3 Contact the enrolled family within one (1) week of receiving the Discharge Form
- 1.4 Perform an initial visit to the enrolled infant/family within two (2) weeks of receipt of the Discharge Form;
- 1.5 Ensure the initial home visit shall be done by a CHN, and subsequent visits shall be made by appropriate professionals. All visits with children having on-going medical problems shall be done by a CHN;
- 1.6 Ensure that a physical, developmental, psychosocial and environmental assessment of the enrolled infant and a post partum wellness assessment of the mother is performed at the initial visit;
- 1.8 Provide post partum wellness screening and provide interconception support and education to the mother;
- 1.9 Coordinate service area with other contracted CHN agencies when providing services in the same metropolitan area;
- 1.10. Coordinate with other providers and make referrals to appropriate services within the community and prevent duplication of services;
- 1.11 Assure professional competency with high-risk infants and toddlers;
- 1.12 Orient new staff and ensure continuing education and ongoing supervision of staff for this program;
- 1.13 Identify and enroll Children with Special Health Care Needs (OCSHCN);
- 1.14 Provide assistance to the ADHS Newborn Screening Program in locating families and facilitating the collection and submission of another newborn screening test for infants with a previously abnormal test result;
- 1.15 Provide continuous quality improvement (CQI) for community nursing services based on specific indicators, as determined by ADHS and the Contractor;
- 1.16 Attend the weekly Discharge Planning meetings at Level II Enhanced Qualification and Level III Newborn Intensive Care Units as appropriate;
- 1.17 Ensure that all newly licensed nurses shadow an experienced licensed nurse for a home visit until they are qualified to complete a visit on their own; and
- 1.18 Within one (1) week of discharge, send a letter to families where a newborn infant may be enrolled in the program by the family, but has been determined to be low- versus high-risk and does not require an initial visit. The family may request a follow-up visit.

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D. Requirements

The Contractor Shall:

1. Employ Arizona Licensed Registered Nurses with Basic Life Support Certification, experienced in pediatrics and/or NICU and who, at a minimum, have a Bachelor of Science Degree. Social Workers shall be a Licensed Master Social Worker and/or hold a Master of Social Work degree. Early Interventionists shall have a minimum of a Bachelor's degree and be licensed in early childhood, early childhood special education or a closely related field, hold a valid Arizona license as a speech-language pathologist, or be certified as an audiologist, physical therapist or occupational therapist.
2. Provide the required documentation of the home visitation to ADHS which consists of: an orientation log, completed follow-up forms, monthly invoices, log of clients seen, and quarterly reports.
3. Maintain all necessary permits and licenses, when applicable, and be licensed to provide service in Arizona.
4. Provide and update, as requested by ADHS, the following plans to provide service:
 - 4.1 Recruitment, hiring, training, supervision and ongoing professional competency of community health nurses, early interventionists and social workers that have contact with infants, toddler and families;
 - 4.2 Map of areas of service, including but not limited to, the projected number of clients to be served;
 - 4.3 Family contact within one (1) week of receipt of Discharge Form;
 - 4.4 Home visits, including but not limited to, first home visit within two (2) weeks of receipt of the Discharge Form.
 - 4.5 Assessments, including but not limited to physical, developmental, psychosocial and environmental for enrolled infant and post partum wellness of the mother, including but not limited to, interconception support and education;
 - 4.6 Coordination with other CHN agencies providing services within the same metropolitan or local area;
 - 4.7 Orientation, continuing education and supervision of Contractor staff;
 - 4.8 Identification and enrollment of children with special health care needs;
 - 4.9 Location of families and facilitation the collection and submission of additional newborn screening tests for infants with a previously abnormal test result;
 - 4.10 Provision of continuous quality improvement; and
 - 4.11 Attendance at weekly Discharge Planning meetings at Level II Enhanced Qualification and Level III Newborn Intensive Care Units as requested
5. All services for this contract shall be performed in accordance with the Community Nursing Services Policy and Procedure Manual.

E. Reference Documents

1. ADHS CHN Policy and Procedure Manual, which is available from the ADHS Program Manager and during the solicitation process is available on the ADHS website, www.azdhs.gov/procurement/rfps.htm.

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F. State Provided Items

1. Upon Contract award, ADHS shall provide, or provide access to, the following items:
 - 1.1 Follow-up visit forms;
 - 1.2 Quarterly Report form,
 - 1.3 ADHS CHN Policy and Procedure Manual;
 - 1.4 IFSP Model forms; and
 - 1.5 ADHS Newborn Screening Guidelines.

G. Approvals

1. ADHS approval of all plans identified in the Requirements prior to implementation;
2. ADHS approval and completion of forms and invoices prior to payment;
3. Review and approval of Quality Assurance Indicators to be submitted to ADHS for approval at formal site visits; and
4. ADHS approval of training prior to classes being scheduled.

H. Deliverables

1. Follow-up visit forms, client log, and invoice within thirty (30) days after the end of each month;
2. Follow-up Newborn Screening forms within thirty (30) days after the end of the month;
3. Completed Orientation Education Log immediately following completion of orientation;
4. Quarterly Progress Report including, but not limited to, all Tasks and data related to infants not receiving home visits, due October, January, April and July;
5. Enrollment Status Change Form for all NICP clients within thirty (30) days after the end of the month;
6. A valid Certificate of Insurance within ten (10) days of Contract award. A Purchase Order shall not be issued for the Contractor to begin work without valid and correct insurance in the Contract file; and
7. State of Arizona Substitute W-9 Form, if required.

I. Notices, Correspondence, Reports and Invoices

1. Notices, Correspondence and Reports from the Contractor shall be mailed to:

Arizona Department of Health Services
Community Nursing Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona. 85007-3242

educational offerings not sponsored by ADHS. Our Community Health Nurses participate in NICP/OCSHCN sponsored training annually. They are informed of any additional training available and approved by the State. All of our staff is encouraged to seek out educational opportunities designed to strengthen their skills, provide updated information and support the activities of the community health nurse.

The Gila County Office of Health will follow all policy and procedures as outlined in the "Community Nursing Services" policy and procedure manual dated 07/01/2009.

PRIOR PROJECTS:

The Gila County Office of Health has been providing services for the High Risk Perinatal Program/Newborn Intensive Care Program Community Nursing since 1999. Mary Ellen Cunningham M.P.A., R.N., the High Risk Perinatal Program Section Manager can be contacted at the Arizona Department of Health Services, Bureau of Women's and Children's Health, 150 N. 18th Avenue, Suite 320, Phoenix, Arizona 85007-3242. Her telephone numbers are 602-364-1453, cell 602-448-0525, and fax 602-364-1494. Ms. Cunningham's e-mail address is cunninm@azdhs.gov. Information can be obtained regarding our annual site visits.

All projects similar to those described in this solicitation have been funded through ADHS. Gila County currently provides Health Start home visitation services. Health Start has a lay health worker that provides support and education to families in the community. It starts during pregnancy providing monthly self-guided home visits. After the infant is born, the program provides interconceptual health visits and ages and stages developmental assessments. For more information please contact Sarah Rumann at the Arizona Department of Health Service, Bureau of Women's and Children's Health, Health Start Program Manager at (602)364-1421. Her e-mail address is Rumanns@azdhs.gov.

The Gila County Office of Health has previously received direct grants from the US HRSA, Susan G. Komen Foundation and the Arizona DES, and Arizona Governor's Council for Public Safety. The HRSA grant was for Community Integrated Service Systems from 1997-2000. This grant enabled many organizations that were addressing teen pregnancy to come together to work as one. The Susan G. Komen Foundation grant in 2007 enabled our organization to provide mobile mammograms and education to women in the most rural areas of Gila County. Arizona Department of Economic Security and the Governor's Council for Public Safety has provided car seat grants on multiple occasions for our public classes. The Governor's Council for Public Safety has also provided grants for bicycle helmets for children. None of these prior grants are currently in effect; therefore, contact information is unavailable.

Children with Special Health Care Needs (OCSHCN) will be identified and enrolled. Documentation of all referrals and use of those referrals will be made in each patient's chart. Services provided by the GCHD will be readily available for public/agency review.

The CHN's will provide assistance to the ADHS Newborn Screening Program in locating families and facilitating the collection and submission of another newborn screening test for infants with a previously abnormal test result.

The Gila County Office of Health recognizes the need of effective quality assessment and improvement in its programs. The ongoing quality management and improvement process is documented in the Gila County Office of Health quality management plan in the Annual Plan. The Project Manager from the Gila County Office of Health will review data provided by the CHN's to evaluate performance. Two of the indicators will be contacting families within one week of receipt of discharge papers, and visiting families within two weeks of receipt of discharge papers. A third indicator will be selected by the Gila County Office of Health and be approved by the ADHS Program Manager. A Quarterly Report of Quality Management and Improvement will be provided to the ADHS Program Manager.

The CHN will familiarize himself/herself with these agencies/services and establish a working relationship with them. Referring hospitals should be aware of services available within Gila County or be able to contact the CHN for resource availability. The CHN will act as the liaison with statewide level II and level III hospitals.

Within one week of discharge, a letter will be sent to families where a newborn infant may be enrolled in the program by the family, but has been determined to be low versus high-risk and does not require an initial visit. The family may request a follow-up visit.

The Gila County Office of Health will provide services to all areas of Gila County and the Gila/Graham portion of the San Carlos Indian Reservation. We project that we will be able to serve approximately 50 clients. One CHN will cover southern Gila County including Hayden/Winkelman and the San Carlos Indian Reservation. One CHN will cover Payson and the surrounding communities. Both CHNs will share the Globe/Miami area. Clients will be distributed according to patient load. The Gila County Office of Health will attempt to see all patients referred for services. If at any time there is concern regarding the number of clients to be seen, consultation with ADHS program manager will take place and a solution will be found. The GCHD will serve the area defined as Gila County and the San Carlos Indian Reservation.

Outside training will be obtained from qualified sources. All training will be documented in the orientation/ education log. Continuing education will be provided as is available through ADHS sponsored programs. All CHN's will attend, as is possible, all program specific educational offerings. The program manager prior to attendance will approve

at the initial visit. A post partum wellness screening is done and interconception support and education is provided to the mother. The family service plan will be designed and implemented as the infant/family needs are assessed. Updates will be done with each visit and required signatures obtained as outlined in the ADHS policy and procedure manual. Referrals are made as indicated. All paperwork is reviewed by the Project Manager and copies of the Community Nursing Service Reporting forms are submitted to the ADHS monthly with the summary log and monthly invoice.

Gila County coordinates with other providers and makes referrals to appropriate services within the community and prevent duplication of services. We are fortunate to have "The Learning Center" a short distance from our facility. Health Start and WIC are located in the Office of Health. We also have a "Well Baby" Clinic monthly at the Health Department. Thorough assessment of infant/child needs and services being received will be necessary on each visit to be able to thoroughly understand the needs and progress of the patient. This will also prevent duplication of services. The CHN will be aware of and use a list of available resources for residents of Gila County.

Our Community Health Nurses participate in NICP/OCSHCN sponsored training annually. They are informed of any additional training available and approved by ADHS. All of our staff is encouraged to seek out educational opportunities designed to strengthen their skills, provide updated information and support the activities of the community health nurse.

Should additional Community Health Nurses be required, Gila County will notify ADHS and provide all the necessary information to the state Project Manager. Orientation training will be provided for all new CHN's, social workers and early interventionists. This training is designed to give the staff an overview of all required program responsibilities. This training also allows the staff to demonstrate their abilities to perform the necessary competencies to provide the program related services. Training will be conducted by existing qualified department staff as indicated. Gila County will ensure that all newly licensed nurses shadow an experienced licensed nurse for a home visit until they are qualified to complete a visit on their own. New employees also receive orientation to the GCHD policies and procedures as indicated. Also, ADHS qualified staff will provide necessary training, as available. Outside training will be obtained from qualified sources. All training will be documented in the orientation/education log. Continuing education will be provided as is available through ADHS sponsored programs. All CHN's will attend, as is possible, all program specific educational offerings. The program manager prior to attendance will approve educational offerings not sponsored by ADHS. All continuing education will be documented on the department continuing education form. The Gila County Health Services Program Manager will do supervision of the CHN. The Program Manager will attend, as is able, program meetings, contract negotiations, and any other special program meetings. The Program Manager will do annual performance review.

reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

The Gila County Office of Health will provide a home based visitation program, which shall include a community health nurse, and may include an early interventionist and/or a social worker for children enrolled in the NICP or other children with special health care needs. The Gila County Office of Health will provide a program that recruits, hires, trains, and supervises community health nurses. If early interventionists and/or social workers are part of the home based visitation program, they shall also be recruited, hired, trained and supervised. This service will attempt to provide a minimum of four home visits during their first year of life; however, due to budget reductions, the Community Health Nurse will prioritize visitation to ensure the infants are seen as appropriate according to their risk.

Currently, the Gila County Office of Health has two Community Health Nurses providing services in southern Gila County. In order for the community nursing team to perform their responsibilities safely and competently, they must receive sufficient orientation, training and information about the services. Our Community Health Nurses participate in NICP/OCSHCN sponsored training annually.

The Community Health Nurse (CHN) shall attempt to make initial contact with the referred infant/family within one week of receiving the Discharge Form. Priority shall be given to infants and children of greatest medical and social risk. An initial visit will be performed within two weeks of receipt of the Discharge Form. When a referral is received from the hospital, the Project Manager records the infants' name, date of birth, address, and date the referral is received for quality assurance reports. The paperwork is then forwarded to the CHN. The CHN attempts to contact the family and schedule an initial visit immediately upon receipt of the referral.

The Gila County Office of Health CHN's will perform an initial visit to the enrolled infant/family within two (2) weeks of receipt of the Discharge Form. If for any reason the family cannot be reached or an appointment cannot be made or an initial visit cannot be done with two weeks of receipt of the Discharge Form, an explanation is given on the CHNs' monthly report.

The Gila County Office of Health will ensure that the initial home visit shall be done by a community health nurse, and subsequent visits shall be made by appropriate professionals. All visits with children having on-going medical problems shall be done by a community health nurse. All the home visits provided by The Gila County Office of Health are done by one of our Community Health Nurses. A social worker or early interventionist may accompany the CHN as needed for visits.

A physical, developmental, psychosocial and environmental assessment of the enrolled infant and the post partum wellness assessment of the mother are performed by the CHN

METHOD OF APPROACH (methodology):

The Gila County Office of Health is an "Outpatient Treatment Center" licensed by the Arizona Department of Health Services. (See Attachment, section 7, Attachment 4) The Gila County Office of Health will comply with all the Tasks as described in the Scope of Work and Special Terms and Conditions.

The Gila County Office of Health maintains the records of all clients. The records are stored in a locked filing cabinet in the nursing section assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract are used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information will be referred to ADHS. The Gila County Office of Health does not divulge any information pertaining to individual persons to persons other than to employees or officers of the Gila County Office of Health as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

The Gila County Health Department will provide adequate experienced key and essential personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. This includes the Project Manager and Community Health Nurses. Key personnel shall not be removed or replaced without written notice to the State. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Project Manager of the Gila County Office of Health shall immediately notify the ADHS Program Unit Manager, and shall, subject to the concurrence of ADHS, replace such personnel with personnel of substantially equal ability and qualifications.

Gila County shall maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of work by the Gila County Office of Health, our agents, representatives, employees or subcontractors according to the Insurance Requirements of the grant. The Gila County Office of Health shall furnish the State of Arizona with certificates of insurance as required by this Contract within ten (10) days of Contract award and before work commences.

The Gila County Office of Health has an "All Hazards Plan" and a "Pandemic Flu Plan" that can be provided to the State at any time prior or post award of the contract.

If upon termination of this Contract a contract is awarded to a new Contractor, the Gila County Office of Health shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities. The Gila County Office of Health shall return all ADHS equipment,

SCOPE OF WORK
SOLICITATION NO: HP961245

2. Notices, Correspondence, and Reports from ADHS shall be sent to:

Contractor Position Name Lorraine Dalrymple, RN, Health Services Program
Manager

Company Name Gila County Office of Health

Street Address 5515 S. Apache Ave., Suite 100

City, State, ZIP Code Globe, Arizona 85501

Phone 928-402-8807

Fax 928-425-9794

Email ldalrymp@co.gila.az.us

3. Invoices from the Contractor shall be sent to:

Arizona Department of Health Services
Community Nursing Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242

2. Payments from ADHS shall be sent to (if other than 2. above):

Contractor Position Name Chris Phillips - Accounting Clerk

Company Name Gila County Office of Health

Street Address 5515 S. Apache Ave. Suite 100

City, State, ZIP Code Globe, Arizona 85501

Phone 928-402-8696

Fax 928-425-0794

Email cphillips@co.gila.az.us

SOLICITATION NO: HP961245

FIXED PRICE

SERVICE DESCRIPTION	UNIT RATE	UNIT OF MEASURE
Regular Local Home Visit	\$ 150.00	Per Visit
Out of Town Home Visits (All class of visit) (Thirty (30) or more miles from start point home/office)	\$ 175.00	Per Visit
Out of County Home Visits (All class of visit)	\$ 175.00	Per Visit
Interim Local Home Visits	\$ 85.00	Per Visit
Shadowing Local Home Visits	\$ 75.00 Local 85.00 Non Local	Per Visit
Family Local Home Visits	\$ 185.00	Per Visit
Multi-Disciplinary Staffing Local Home Visits	\$ 185.00	Per Visit
NICP/ Other Sponsored Training - Local	\$ 0 N/A	Per Person/Per Day
NICP/ Other Sponsored Training - Non Local	\$ 300.00	Per Person/Per Day
Newborn Screening Follow-up	\$ 125.00	Per Visit
Low Risk Letter	\$ 25.00	Per letter

Prices are inclusive of all costs to provide the service. No additional costs shall be accepted by ADHS.

SOLICITATION NO: HP961245**SOLICITATION AMENDMENT ONE (1)**

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: April 8, 2009 at

3:00 P.M.

Contact: Christine Ruth

A signed copy of this amendment must be submitted with your Solicitation Response. This Solicitation is amended as follows:

Solicitation HP961245 is amended as follows:

- 1 The Scope of Work, Page Twenty-eight (28), Paragraph One (1), Tasks, Section 1.2 is replaced in its entirety to read as follows:
 - 1.2 Provide a program that recruits, hires, trains, and supervises community health nurses. If early interventionists and/or social workers are part of the home based visitation program, they shall also be recruited, hired, trained and supervised.
2. Replace the Price Sheet, Page Thirty-two (32) in its entirety with the Price Sheet, Page Two (2) of this Solicitation Amendment.

Vendor hereby acknowledges receipt and understanding of
above amendment

Signature

Date

The above referenced Solicitation Amendment is hereby
executed this 23rd day of March, 2009 in Phoenix, Arizona.

Handwritten signature of Christine Ruth in cursive.

Name and Title:

Signature

Name of Company:

Title: Christine Ruth, Chief Procurement Officer

SOLICITATION NO: HP961245**FIXED PRICE**

SERVICE DESCRIPTION	UNIT RATE	UNIT OF MEASURE
Regular Local Home Visit	\$	Per Visit
Out of Town Home Visits (All class of visit) (Thirty (30) or more miles from start point home/office)	\$	Per Visit
Out of County Home Visits (All class of visit)	\$	Per Visit
Interim Local Home Visits	\$	Per Visit
Shadowing Local Home Visits	\$	Per Visit
Family Local Home Visits	\$	Per Visit
Multi-Disciplinary Staffing Local Home Visits	\$	Per Visit
NICP/ Other Sponsored Training - Local	\$	Per Person/Per Day
NICP/ Other Sponsored Training - Non Local	\$	Per Person/Per Day
Newborn Screening Follow-up	\$	Per Visit
Low Risk Letter	\$	Per letter

Prices are inclusive of all costs to provide the service. No additional costs shall be accepted by ADHS.



STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSAL

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER:

HP961245

SOLICITATION DUE DATE/TIME:

April 8, 2009 at 3:00 P.M. Local Time

SUBMITTAL LOCATION:

**Arizona Department of Health Services
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007**

DESCRIPTION:

**High Risk Perinatal Program / Newborn Intensive Care
Program (HRPP/NICP) Community Nursing**

PRE-OFFER CONFERENCE:

March 18, 2009

10:00 A.M.

**ADHS, 1740 W. Adams
Street,**

Local Time

Conference Room 309

Date

Time

Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services (ADHS) at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read. To obtain a copy or review the solicitation, go to www.azdhs.gov and click on the Quick Links Procurement site. Please check periodically for any updates to the above solicitation. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for Solicitation Amendments.

Offers must be in the actual possession of the ADHS on or prior to the time and date, and at the location indicated above. Late Offers will not be considered.

Offers must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package. All Offers must be completed in ink or typewritten. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Christine Ruth

Arizona Department of Health Services

(602) 542-0442

E-mail: ruthc@azdhs.gov

<p style="text-align: center;">UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP961245</p>

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means Offer, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Offers ("RFP"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

<p style="text-align: center;">UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP961245</p>

4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. **Persons With Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. **Forms: No Facsimile, Telegraphic or Electronic Mail Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for Offers.
2. **Typed or Ink; Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. **Exceptions to Terms and Conditions.**
 - 4.1 All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 4.2 **Invitation for Offers.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 4.3 **Request for Proposals.** All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An Offer that takes exception to any material requirement of the solicitation may be rejected.
5. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. **Cost of Offer Preparation.** The State will not reimburse any Offeror the cost of responding to a Solicitation.

<p style="text-align: center;">UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP961245</p>

7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 10 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the ADHS for the purposes of reporting to appropriate taxing authorities, monies paid by the ADHS under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
11. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing Offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
12. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 13.1 Special Terms and Conditions;
 - 13.2 Uniform Terms and Conditions;
 - 13.3 Statement or Scope of Work;
 - 13.4 Specifications;
 - 13.5 Attachments;
 - 13.6 Exhibits;
 - 13.7 Special Instructions to Offerors;
 - 13.8 Uniform Instructions to Offerors; and
 - 13.9 Other documents referenced or included in the Solicitation.
14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should

UNIFORM INSTRUCTIONS TO OFFERORS

SOLICITATION NO: HP961245

be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 4.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 6.1 Waive any minor informality;
 - 6.2 Reject any and all Offers or portions thereof; or
 - 6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

<p style="text-align: center;">UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP961245</p>

2. **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. **Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
and
5. The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP961245</p>

A. Pre-Offer Conference

Prospective Offerors are invited to attend a Pre-proposal Conference. The date, time and location of this conference are indicated on the solicitation cover sheet. The purpose of this conference will be to clarify the contents of this request for proposals in order to prevent any misunderstanding of the ADHS's position. Any doubt as to the requirements of this Request for Proposals (RFP) or any apparent omission or discrepancy should be presented to the ADHS at this conference. The ADHS will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

B. Proposal Requirements

One (1) original and five (5) copies of each proposal shall be submitted in the following format. The responses shall be typed using a 12-point font and single-spaced. The original copy of the proposal should be clearly labeled "ORIGINAL", and all copies shall clearly state "COPY". Each proposal shall include table of contents, and tabs for each response section. The material should be in sequence and related to the RFP. The original, ink-signed proposal shall be provided in a 1 inch, 3 ring binder labeled with the Offeror's name and project title. The ADHS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Offeror shall have a table of contents, and tabs for each section. The proposal shall include at least the following information:

1. **Table of Contents:** The Offeror shall provide page numbers for each section of the proposal.
2. **Signed Offer and Acceptance Form:** to be signed by an authorized person.
3. **Experience and Expertise:**
 - 3.1 Provide a description of Offerors's experience and expertise regarding the services offered, including but not limited to, the company history, location, number of years in business, types of services provided, number of current full and part-time employees, and number of current clients. Offeror shall provide a statement of mission, vision and guiding principles for the provision of the services in the Solicitation;
 - 3.2 Provide resumes or curriculum vitae for key personnel, as defined in the Special Terms and Conditions, responsible for delivery of services. Provide resumes for existing staff that will be part of the project and job descriptions for positions to be filled. Describe staff accountabilities and expertise. List how much time each person will spend on the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, experience, educational preparation, professional awards and publications; and
 - 3.3 Technical Qualifications: Offerors shall identify a Project Manager who shall be the primary contact person for the ADHS Program Unit Manager in discussing work that needs to be completed. Offerors shall provide a detailed description of the Project Manager's function and how they will accomplish the minimum tasks listed herein. The Project Manager shall, at a minimum:
 - 3.3.1 Serve as a primary day-to-day contact with the ADHS Program Unit Manager;
 - 3.3.2 Attend, lead and prepare materials for meetings as requested;
 - 3.3.3 Ensure all necessary operational components are completed prior to implementation;
 - 3.3.4 Troubleshoot and correct problems after implementation;
 - 3.3.5 Designate an alternate contact for when the Project Manager is unavailable; and

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP961245</p>

3.3.6 Assure that the Offeror, as well as any subcontractors, fulfills their duties and responsibilities under the Contract; and deliver required documents to the ADHS; and

4. **Method of Approach (Methodology):**

4.1 The Offeror shall prepare and submit a written narrative to include at a minimum, the following:

- 4.1.1 The method of approach that will be used to provide the services to perform the Tasks as described in the Scope of Work and Special Terms and Conditions;
- 4.1.2 A detailed description of the projected number of clients the Offeror is able to serve and the areas of the State in which the Offeror intends to provide service;
- 4.1.3 Details related to the scope of any training sessions to be provided, including but not limited to, length of time, materials, equipment and optimal number of attendees per training session;
- 4.1.4 All plans as detailed in the Scope of Work, Requirements section; and
- 4.1.2 Submit three (3) examples of prior projects similar to those as described in this solicitation including but not limited to, a description of the work performed, the method used to complete the project, recommendations made to the client's process and project outcome. The ADHS may not be used as the only example of prior projects; other examples of similar projects shall be included. Provide the name of the organization, contact person, title, telephone number, fax number, address and e-mail address for each example as a reference.

5. **Cost:**

5.1 Completed Price Sheet

C. **Proposal Organization and Requirements**

The Proposal shall be organized in the following order:

- 1. Table of Contents;
- 2. Offer and Acceptance Form signed by authorized person;
- 3. Signed Solicitation Amendments, if applicable;
- 4. Experience and Expertise;
- 5. Method of Approach;
- 6. Completed Price Sheet; and
- 7. Other Attachments, including but not limited to, resumes, job descriptions, and background information.

D. **Proposal Opening:**

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Prices will NOT be read. Proposals will not be subject to public inspection until after contract award.

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP961245</p>

E. Evaluation Criteria

In accordance with the A.R.S. § 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible Offeror(s) whose proposal(s) is(are) determined in writing to be the most advantageous to the ADHS based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Experience and Expertise;
2. Method of Approach (Methodology); and
3. Cost.

F. Discussion

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the ADHS reserves the option to conduct discussions with those Offerors who submit proposals determined by the ADHS to be reasonably susceptible of being selected for award regarding the contract and the relative methods of approach for furnishing the required services.

G. Confidential Information

1. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact and explaining the reasons for confidentiality shall accompany the submission, and the information shall be so identified wherever it appears. The person shall stamp or specifically identify all information the person believes should remain confidential.
2. The information identified by the person as confidential shall not be disclosed until the Chief Procurement Officer (CPO) makes a written determination.
3. The CPO shall review the statement and information and shall determine in writing whether the information shall be withheld.
4. If the CPO determines to disclose the information, the CPO shall inform the bidder in writing of such determination.

H. Inclusive Offerors

If the Offeror uses subcontractors, Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP961245</p>

I. Offshore Performance of Work Prohibited:

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

J. Compliance with A.R.S. §41-4401:

By submission of the offer, the Offeror warrants that the Offeror and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance. The Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

K. Estimated Quantities:

This solicitation references quantities as a general indication of the needs of the State. The State anticipates activity, as referenced on the Price Sheet attached to this Solicitation, resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the State reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each Offeror.

L. Suspension or Debarment:

The State may, by written Notice to the Contractor, immediately terminate any contract awarded under this solicitation if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Contractor shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the state.

M. Written Questions:

All questions regarding this solicitation shall be submitted in writing no later than ten (10) calendar days prior to the RFP due date to:

Arizona Department of Health Services
Christine Ruth, Deputy Chief Procurement Officer
1740 W. Adams, Room 303
Phoenix, AZ 85007
Email Address: ruthc@azdhs.gov

<p style="text-align: center;">UNIFORM TERMS AND CONDITIONS SOLICITATION NO: HP961245</p>

A. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
12. *"State"* means the State of Arizona and ADHS or Agency of the State that executes the Contract.
13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

B Contract Interpretation

1. **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
3. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.1 Special Terms and Conditions;
 - 3.2 Uniform Terms and Conditions;

<p style="text-align: center;">UNIFORM TERMS AND CONDITIONS SOLICITATION NO: HP961245</p>

- 3.3 Statement or Scope of Work;
 - 3.4 Specifications;
 - 3.5 Attachments;
 - 3.6 Exhibits; and
 - 3.7 Documents referenced or included in the Solicitation.
- 4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
 - 6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
 - 7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

C. Contract administration and operation.

- 1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
9. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this contract.

D. Costs and Payments

1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
3. Applicable Taxes.
 - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 5.1 Accept a decrease in price Offered by the Contractor;

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5.2 Cancel the Contract; or

5.3 Cancel the contract and re-solicit the requirements.

E. Contract Changes

1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

F. Risk and Liability

1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
2. Indemnification
 - 2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' Departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
 - 2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
4. Force Majeure.
 - 4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure

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includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

4.2 Force Majeure shall not include the following occurrences:

4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

G. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

2.1 Of a quality to pass without objection in the trade under the Contract description;

2.2 Fit for the intended purposes for which the materials are used;

2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

2.4 Adequately contained, packaged and marked as the Contract may require; and

2.5 Conform to the written promises or affirmations of fact made by the Contractor.

3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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5. Year 2000.

5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

6. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7. Survival of Rights and Obligations after Contract Expiration or Termination.

7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

H. State's Contractual Remedies

1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

2. Stop Work Order.

2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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- 2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

I. Contract Termination

1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Contractor.
3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
5. Termination for Default.
 - 5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory

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progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

J. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

K. Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

L. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

B. Term of Contract (3 Years)

The term of any resultant contract shall commence on July 1, 2009, and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The initial contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type

☒ Fixed Price

E. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

G. Key Personnel

It is essential that the Contractor provide adequate experienced key and essential personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall agree to assign specific individuals to the key positions. "Key Personnel" is defined as directors, managers and supervisors that shall be responsible for the complete delivery of services, schedule, supervision of staff and preparation and delivery of reports. "Essential personnel" is defined as the staff required to perform the assigned tasks, including but not limited to, graphic design artists, customer service representatives, printing experts, warehouse fulfillment staff and shipping clerks.

At a minimum key personnel shall include a Project Manager with the technical qualifications to fully support the ADHS Program Unit Managers and ensure Contractor performance throughout the term of the Contract, as described in the Special Instructions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the ADH Program Unit Manager, and shall, subject to the concurrence of ADHS, replace such personnel with personnel of substantially equal ability and qualifications.

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H. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

I. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

J. Volume of Work

ADHS does not guarantee a specific amount of work either for the life of this Contract or on an annual basis. ADHS anticipates activity. However, all work to be performed under this Contract will be authorized by a Purchase Order issued by the Program placing the order. Quantities will be provided for each item to be produced and delivered by the Contractor.

K. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

L. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

M. Order Process

The award of a contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

N. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

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O. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Vendor with the Federal Employer Identification (FEI) Number identified in the Contract. Vendor invoices requesting payment to any Entity, Group or individual other than the contractually specified Vendor shall be returned to the Vendor for correction.

The Vendor shall review and insure that the invoices for services provided show the correct Vendor name prior to sending them to the ADHS Accounting Office for payment.

If the Vendor Name and FEI Number change, the Vendor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Vendor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Vendor and entered into the system prior to any payments being made to the new Vendor.

P. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

Q. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet Contract standards.

R. Authorization for Services

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

S. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

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3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph one (1).

T. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

U. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

V. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

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- | | |
|--|-------------|
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***“The Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- | | |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$1,000,000 |
|-------------------------------|-------------|

- a. The policy shall be endorsed to include the following additional insured language: ***“The Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

1.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract;
 - 2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources; and
 - 2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
2. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
3. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
4. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
5. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
6. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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W. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

X. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
 - 1.2 Alternative methods to ensure there are products in the supply chain; and
 - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms;
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and
 - 2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided contract(s).

Y. Transition Activities

1. Upon termination of this Contract, if ADHS anticipates a continued need for the Contract Services specified herein and a contract is awarded to a new Contractor, there shall be a transition of services period of not less than thirty (30) days. During this period, the existing Contractor shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities.
2. An authorized representative from ADHS shall coordinate all transition activities. A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor, or Contractors, personnel and/or staff to implement the transfer of duties.

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3. ADHS reserves the right to determine which projects nearing completion will remain with the current Contractor of record.
4. The Contractor shall return all ADHS equipment, reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

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**High Risk Perinatal Program/Newborn Intensive Care Program (HRPP/NICP)
Community Nursing**

A. Background

Prior to 1967, Arizona had one of the highest infant mortality rates in the country. That same year, in an effort to reduce the infant mortality rates, the State of Arizona (State) applied for and received a federal demonstration grant. The grant was designed to reduce infant death by transporting critically ill newborns from rural hospitals into intensive care centers. To meet the federal grant requirements community health nurses also followed infants for five (5) years. Between 1967 and 1971 there was a significant reduction in infant mortality. The State began funding the transport program in 1972.

In 1975 Arizona received a Robert Wood Johnson Foundation Grant to develop regionalized perinatal care. A component of that system was the follow-up of families whose infants were enrolled in the Newborn Intensive Care Program (NICP) up to the infant's first year of age.

In the late 1980's the Office of Women's and Children's Health (OWCH) in coordination with the County Health Departments identified a need for community health nursing home-based services for those infants who may not have been critically ill at birth but were diagnosed with problems at a later date. These other children with special health care needs are now also receiving home visits in all counties. The OWCH and the Office for Children with Special Health Care Needs (OCSHCN) have collaborated to support the home visiting program that provides assessment and intervention for eligible children. The age level for services was extended to three (3) years for NICP and twenty-one (21) years for OCSHCN eligible children.

The Community Health Nurse (CHN) Program is an important part of ensuring that each child is receiving the appropriate level of services for improved development and growth, which may include being part of a team of caregivers that work collaboratively.

The goals of the Community Nursing Program are:

1. Reduce infant mortality and morbidity. This is accomplished by specially trained Community Health Nurses (CHNs) and other qualified health professionals who through a home visiting program complete a physical, developmental, psychosocial and environmental assessment of infants, provide family support and early intervention along with referral services to community resources as needed and provide intraconception support and education to the mother.
2. Assure that high standards of care and service are provided and maintained; and
3. Implement a family-centered interdisciplinary approach to home based service.

B. Objective

Assist in the smooth transition of medically fragile NICP enrolled infants and their families from a Newborn Intensive Care Unit to home and provide family-centered, culturally and developmentally appropriate coordinated home visiting services to these infants and other children and families identified with special health care needs. This care will include collaborating with the mothers on issues related to their own wellbeing in an effort to improve their ability to meet the needs of the enrolled infants and decrease the likelihood of a poor birth outcome with subsequent pregnancies.

C. Scope of Work

The Contractor shall assume the responsibility for the provision of a home visitation program for infants enrolled in the HRPP/NICP to include physical, developmental, psychosocial and environmental assessment of the discharged infant and a post partum wellness assessment of the mother as well as an assessment of her interconception health status. This shall include coordination of and referral to community services, as needed, and follow up for infants identified by Newborn Screening Program as needing repeat testing.

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1. Tasks

The Contractor shall:

- 1.1 Provide a home based visitation program, which shall include a CHN, and may include an early interventionist and/or a social worker for children enrolled in the NICP or other children with special health care needs.
- 1.2 Provide a program that at a minimum recruits, hires, trains, and supervises community health nurses, early interventionists and social workers;
- 1.3 Contact the enrolled family within one (1) week of receiving the Discharge Form
- 1.4 Perform an initial visit to the enrolled infant/family within two (2) weeks of receipt of the Discharge Form;
- 1.5 Ensure the initial home visit shall be done by a CHN, and subsequent visits shall be made by appropriate professionals. All visits with children having on-going medical problems shall be done by a CHN;
- 1.6 Ensure that a physical, developmental, psychosocial and environmental assessment of the enrolled infant and a post partum wellness assessment of the mother is performed at the initial visit;
- 1.8 Provide post partum wellness screening and provide interconception support and education to the mother;
- 1.9 Coordinate service area with other contracted CHN agencies when providing services in the same metropolitan area;
- 1.10. Coordinate with other providers and make referrals to appropriate services within the community and prevent duplication of services;
- 1.11 Assure professional competency with high-risk infants and toddlers;
- 1.12 Orient new staff and ensure continuing education and ongoing supervision of staff for this program;
- 1.13 Identify and enroll Children with Special Health Care Needs (OCSHCN);
- 1.14 Provide assistance to the ADHS Newborn Screening Program in locating families and facilitating the collection and submission of another newborn screening test for infants with a previously abnormal test result;
- 1.15 Provide continuous quality improvement (CQI) for community nursing services based on specific indicators, as determined by ADHS and the Contractor;
- 1.16 Attend the weekly Discharge Planning meetings at Level II Enhanced Qualification and Level III Newborn Intensive Care Units as appropriate;
- 1.17 Ensure that all newly licensed nurses shadow an experienced licensed nurse for a home visit until they are qualified to complete a visit on their own; and
- 1.18 Within one (1) week of discharge, send a letter to families where a newborn infant may be enrolled in the program by the family, but has been determined to be low- versus high-risk and does not require an initial visit. The family may request a follow-up visit.

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D. Requirements

The Contractor Shall:

1. Employ Arizona Licensed Registered Nurses with Basic Life Support Certification, experienced in pediatrics and/or NICU and who, at a minimum, have a Bachelor of Science Degree. Social Workers shall be a Licensed Master Social Worker and/or hold a Master of Social Work degree. Early Interventionists shall have a minimum of a Bachelor's degree and be licensed in early childhood, early childhood special education or a closely related field, hold a valid Arizona license as a speech-language pathologist, or be certified as an audiologist, physical therapist or occupational therapist.
2. Provide the required documentation of the home visitation to ADHS which consists of: an orientation log, completed follow-up forms, monthly invoices, log of clients seen, and quarterly reports.
3. Maintain all necessary permits and licenses, when applicable, and be licensed to provide service in Arizona.
4. Provide and update, as requested by ADHS, the following plans to provide service:
 - 4.1 Recruitment, hiring, training, supervision and ongoing professional competency of community health nurses, early interventionists and social workers that have contact with infants, toddler and families;
 - 4.2 Map of areas of service, including but not limited to, the projected number of clients to be served;
 - 4.3 Family contact within one (1) week of receipt of Discharge Form;
 - 4.4 Home visits, including but not limited to, first home visit within two (2) weeks of receipt of the Discharge Form.
 - 4.5 Assessments, including but not limited to physical, developmental, psychosocial and environmental for enrolled infant and post partum wellness of the mother, including but not limited to, interconception support and education;
 - 4.6 Coordination with other CHN agencies providing services within the same metropolitan or local area;
 - 4.7 Orientation, continuing education and supervision of Contractor staff;
 - 4.8 Identification and enrollment of children with special health care needs;
 - 4.9 Location of families and facilitation the collection and submission of additional newborn screening tests for infants with a previously abnormal test result;
 - 4.10 Provision of continuous quality improvement; and
 - 4.11 Attendance at weekly Discharge Planning meetings at Level II Enhanced Qualification and Level III Newborn Intensive Care Units as requested.
5. All services for this contract shall be performed in accordance with the Community Nursing Services Policy and Procedure Manual.

E. Reference Documents

1. ADHS CHN Policy and Procedure Manual, which is available from the ADHS Program Manager and during the solicitation process is available on the ADHS website, www.azdhs.gov/procurement/rfps.htm.

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F. State Provided Items

1. Upon Contract award, ADHS shall provide, or provide access to, the following items:
 - 1.1 Follow-up visit forms;
 - 1.2 Quarterly Report form;
 - 1.3 ADHS CHN Policy and Procedure Manual;
 - 1.4 IFSP Model forms; and
 - 1.5 ADHS Newborn Screening Guidelines.

G. Approvals

1. ADHS approval of all plans identified in the Requirements prior to implementation;
2. ADHS approval and completion of forms and invoices prior to payment;
3. Review and approval of Quality Assurance Indicators to be submitted to ADHS for approval at formal site visits; and
4. ADHS approval of training prior to classes being scheduled.

H. Deliverables

1. Follow-up visit forms, client log, and invoice within thirty (30) days after the end of each month;
2. Follow-up Newborn Screening forms within thirty (30) days after the end of the month;
3. Completed Orientation Education Log immediately following completion of orientation;
4. Quarterly Progress Report including, but not limited to, all Tasks and data related to infants not receiving home visits, due October, January, April and July;
5. Enrollment Status Change Form for all NICP clients within thirty (30) days after the end of the month;
6. A valid Certificate of Insurance within ten (10) days of Contract award. A Purchase Order shall not be issued for the Contractor to begin work without valid and correct insurance in the Contract file; and
7. State of Arizona Substitute W-9 Form, if required.

I. Notices, Correspondence, Reports and Invoices

1. Notices, Correspondence and Reports from the Contractor shall be mailed to:

Arizona Department of Health Services
Community Nursing Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona. 85007-3242

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2. Notices, Correspondence, and Reports from ADHS shall be sent to:

Contractor Position Name _____
Company Name _____
Street Address _____
City, State, ZIP Code _____
Phone _____
Fax _____
Email _____

3. Invoices from the Contractor shall be sent to:

Arizona Department of Health Services
Community Nursing Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242

2. Payments from ADHS shall be sent to (if other than 2. above):

Contractor Position Name _____
Company Name _____
Street Address _____
City, State, ZIP Code _____
Phone _____
Fax _____
Email _____

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FIXED PRICE

SERVICE DESCRIPTION	UNIT RATE	UNIT OF MEASURE
<u>Local Home Visits:</u> initial visit, including assessment	\$	Per Visit
<u>Out of Town Home Visits:</u> initial visit, including assessment (Thirty (30) or more miles from start point home/office)	\$	Per Visit
<u>Out of County Home Visits:</u> initial visit, including assessment	\$	Per Visit
<u>Local Home Visits:</u> interim or any follow up visit required or needed	\$	Per Visit
<u>Out of Town Home Visits:</u> interim or any follow up visit required or needed (Thirty (30) or more miles from start point home/office)	\$	Per Visit
<u>Out of County Home Visits:</u> interim or any follow up visit required or needed	\$	Per Visit
<u>Shadowing Visits:</u> initial, interim or any follow up visit required or needed	\$	Per Visit
<u>Multi-Disciplinary Home Visits:</u> initial, interim or any follow up visit required or needed	\$	Per Visit
NICP/ Other Sponsored Training - Local	\$	Per Person/Per Day
NICP/ Other Sponsored Training - Non Local	\$	Per Person/Per Day
<u>Newborn Screening Follow-up:</u> locate and facilitate collection and submission of NBS screening tests	\$	Per Visit
Mailing of Low-Risk Newborn Infant Letter	\$	Per Letter

Prices are inclusive of all costs to provide the service. No additional costs shall be accepted by ADHS.

<p style="text-align: center;">PRICE SHEET SOLICITATION NO: HP961245</p>
--

Please check as many as applicable:

_____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

_____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

_____ I certify that my company is a Small Business.

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.



OFFER AND ACCEPTANCE

SOLICITATION NO: HP961245

**ARIZONA ADHS
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Submit this form with an original signature to the:

Arizona DEPARTMENT of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007

The Undersigned hereby Offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

In accordance with A.R.S. 35-393.06, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. 35-391.06, the Offeror hereby certifies that the Offeror does not have any scrutinized business operations in Sudan.

Arizona Transaction (Sales) Privilege Tax License No: _____

For Clarification of this Offer, Contact:

Federal Employer Identification No: _____

Name: _____

Telephone: _____

FAX: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: **HP961245**

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2009

CHIEF PROCUREMENT OFFICER



CONTRACT AMENDMENT

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 W. Adams, Room
303
Phoenix, Arizona 85007
(602) 542-1040

Contract No: HP961245-003

Amendment No: 2

Tracy Chisler/am

HRPP/NICP Community Nursing

It is mutually agreed that the Contract referenced is amended as follows:

1. **Effective July 1, 2012**, pursuant to Page Nineteen (19), Special Terms and Conditions, Provision C., Contract Extensions 5 Year Maximum, the Contract is hereby extended through June 30, 2013.
2. Uniform Terms and Conditions, Page Twelve (12), Provision C., Contract administration and operation, Item C.2.; Non-Discrimination language is hereby revised and replaced with:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations, including Americans with Disabilities Act.
3. Uniform Terms and Conditions, Page Twelve (12), Provision C., Contract administration and operation, is hereby revised and adds the following:
 8. Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.
 10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
 11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this _____ day of _____, 2012 at Phoenix, Arizona

Signature / Date

Authorized Signatory's Name and Title:
Tommie Cline Martin,
Chairman of the Board

Contractor's Name:

Gila County Division of Health and
Emergency Services

Procurement Officer



CONTRACT AMENDMENT

ARIZONA DEPARTMENT
OF HEALTH SERVICES
1740 W. Adams, Room
303
Phoenix, Arizona 85007
(602) 542-1040

Contract No: HP961245-003

Amendment No: 2

Tracy Chisler/am

12. Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

4. Uniform Terms and Conditions, Page Sixteen (16), Provision G., Warranties, Item G.5, "Year 2000" is hereby deleted.

The following changes to Special Terms and Conditions will be effective upon execution of Amendment Two (2).


5. Delete in its entirety, Special Terms and Conditions, Page Twenty-One (21), Provision S., Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, from the Contract.
6. Delete in its entirety, Special Terms and Conditions, Page Twenty-Two (22), Provision T. Offshore Performance of Work Prohibited, from the Contract.
7. Delete in its entirety, Special Terms and Conditions, Page Twenty-Four (24), Provision V., Insurance Requirements, Paragraph Six (6), Approval, and replace it with the following:

APPROVAL: Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

8. Special Terms and Conditions, Page Twenty-Five (25), Provision W., Health Insurance Portability and Accountability Act of 1996 is hereby revised and replaced with:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

	CONTRACT AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: HP961245-003	Amendment No: 2	Tracy Chisler/am

9. Special Terms and Conditions, Page Twenty-Five, Provision X., Pandemic Contractual Performance, hereby adds the following:
3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.



GILA COUNTY ATTORNEY Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1178

Consent Agenda Item 3- C

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Steve Stratton, Public Works Division Director Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Public Works Division Division: Administration

Fiscal Year: FY 2012-2013 Budgeted?: Yes

Contract Dates 9-21-10 to 3-31-13 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 2 to Contract No. 6510.526.REC04/8-2010 with C.L. Williams Consulting, Inc. for Pine Creek Canyon Road

Background Information

Effective September 21, 2010, Gila County and C.L. Williams entered into a contract whereby the consultant agreed to provide a scope of services related to the final roadway and major drainage improvements for the Pine Creek Canyon Road Reconstruction Project within the unincorporated area of Gila County known as Pine, Arizona.

Amendment No. 1, Board approved on June 28, 2011, extended the contract term to July 31, 2012, with no monetary increase.

Evaluation

Amendment No. 2 will increase the contract in the amount of \$10,000 for time and material and the contract period will be extended until March 31, 2013.

There have been numerous conflicts with utilities and right-of-way issues within the project. Due to the complex nature of construction within the limited right-of-way there are foreseeable significant questions and potential design requests generated by the contractor and the County during the construction.

Conclusion

There is currently \$2,535 remaining in the current design contract which will cover the cost of the consultant to attend the pre-construction meeting and one additional on-site meeting as previously agreed; however, it will not cover any additional time or design amendments.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 2 to the contract with C.L. Williams Consulting for design services of the Pine Creek Canyon Road Project.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc. for professional engineering services for the Pine Creek Canyon Road Project at a cost increase of \$10,000, and to extend the contract to March 31, 2013.

Attachments

Original Contract 6510.526.REC04/8-2010 C.L. Williams

Amendment #1 Contract 6510.526.REC04/8-2010 CL Williams

Amendment #2 Contract 6510.526.REC04/8-2010 CL Williams

C.L. Williams Cost Indicator

Legal Approval

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joe Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY

FAX (928) 425-0319
TTY: 7-1-1

www.gilacountyaz.gov

PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010

PINE CREEK CANYON ROAD PROJECT

THIS AGREEMENT, made and entered into this 21st day of September, 2010, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and C.L. Williams Consulting, Inc. of the City of Pinetop, County of Navajo State of Arizona, hereinafter designated the **ENGINEER**.

WITNESSETH: That the **Engineer**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The County has requested the Engineer prepare a scope of services to provide engineering services related to final roadway and major drainage improvements for Pine Creek Canyon Road located within the unincorporated area of Gila County know as Pine, Arizona.

The roadway typical section will consist of no less than a 22-foot wide paved surface with improved shoulders where possible. Gila County has been working on the right of way throughout the project and will present all electronic linework to the Engineer on award of the contract. The design speed for this project will be 35 miles per hour but may be less to reduce possible conflicts with the existing right of way. The posted speed limit will be 25 miles per hour. No new additional right of way will be obtained as part of this project. In accordance with County Roadway Design Standards the pavement section for this project will be 3"AC over 8" ABC. Geotechnical studies will not be performed for this

project. Hydrologic analyses performed during the 2003 study (see below) will be used for this project and will assume that revisions to the previous analysis are not required.

Project History

Evaluation of this roadway began during a 2003 study and entailed detailed right-of-way determination and conceptual level construction improvement plans for the entire roadway. During the 2003 project phase, roadway improvements considered two typical roadway sections: typical County rural collector and a modified section. Given the conflicts associated with the resulting right of way the County desires a new typical section to reduce potential conflicts. However, improvements must not extend (to the east) beyond the existing roadway prism. Given this added element design efforts will require greater detail and analysis as well as the associated effort when designed any driveway access improvements/adjustment/changes. Driveway access will be of critical concern as the existing relief of the area is mountainous and any adjustment to the main roadway grade can make for associated problematic driveway grades.

The limits of this project will commence at the intersection of SR 87 and Pine Creek Canyon Road and end just north of Trails End Drive. The length of this project is approximately 4,800 feet.

The previous contracts for this project were not completed due to County changes in project priorities.

Contract Timeline History

<u>Contract Date</u>	<u>Contract Amount</u>	<u>Change Order</u>	<u>Change Amount</u>
April 20, 2004	\$ 61,490.00	#1: September 28, 2004	\$ 18,000.00
		#2: February 13, 2007	\$ 56,542.00

Contract Totals = \$136,032.00

Expensed To Date = \$ 71,360.00

New Contract = \$ 68,382.00

The Engineer proposes to complete the Pine Creek Canyon Road Improvement Project in accordance with the Scope of Services included in this Contract.

TASK 1: Data Collection, Coordination and Meetings

The work under this task will include all necessary field reconnaissance to review any changes to the conditions existing during 2003 and today. Traffic counts will not be required for this project as the roadway typical section and design speed has been established by the County (e.g., county standards and staff direction).

Other data/information to be collected and reviewed, as provided by the County, are; aerial and topographic mapping if necessary and right of way linework/electronic file located on the same horizontal and vertical datum as that used for the aerial mapping.

Any necessary field survey data collection (locate surface features and subsurface utility systems via Bluestake methods, signing...etc.) will be provided by Gila County on written request of the Consultant.

Also included within this task are the following meetings:

1. Kickoff Meeting,
2. Up to (3) three Progress Meetings to discuss elements relative to this project (likely held at the 60- and 90-percent design level). The Progress Meetings may be held in Payson with a field visit afterward if necessary.

The Engineer Project Manager will attend all meetings and inform the County by telephone, fax or e-mail on progress relating to the project. E-mail correspondence will be followed by a letter informing the County concerning such matters that are of major and/or significant project elements. Additional meeting(s) including Public and/or BOS may be added by the County as an additional service if the County so desires. Utility coordination meetings are including within Task 5.

TASK 2: Drainage Design

No additional hydrologic analysis will be performed for this project. The previous analysis included estimates of the 25- and 100-year rainfall recurrence events. Only existing hydraulic structures (i.e., culverts) will be improved under this project. Where possible, culverts will be improved to pass the discharge resulting from the 25-year event and no greater than 12" overtopping the roadway during the 100-year event. Any improvements will be made considering the effect on downstream property to ensure that diversion(s) of existing runoff does not occur.

Improved culverts will consist of corrugated metal pipe with metal end sections. Where practicable, outlet erosion (riprap catch basin per HEC-14, 2006 edition) control systems will be included within this project.

TASK 3: Roadway Improvement Plans

Engineer will develop Construction Improvement Plans. Plan and profile sheets will be shown at a 1"=40' horizontal scale and 1"=4' vertical scale. Cross-section sheets for roadway improvements will be submitted for this project at 50 foot intervals or more frequently as determined by the Engineer. Intersection improvements, where necessary, will be shown within a plan view (grading sheets) scale of no greater than 1"=20' or other scale as determined by the Engineer or the County. There are currently about seven noted intersections within the project that may require special grading

consideration. The plans will also include details as necessary to complete the construction improvements. Detail sheets will include typical driveway and intersection treatment. However, non-typical treatment, if encountered, will be shown on each respective plan sheet or within a separate detail. Driveway and/or intersection solutions may extend outside the existing right of way, however, the improvements will be limited to within the existing right-of-way where practicable.

The plan and profile will show existing and proposed grade at the centerline of the design roadway alignment along with a super-elevation diagram.

Also included within this task will be signing and striping plans showing existing signing and any removals, relocations or new signing within or immediately outside of the project limits.

The typical roadway section for this project will be as directed by the County and may be modified during the design process (prior to the 90% design level). Where steeper slopes result, Engineer will evaluate the need for guardrail. Roadway cut slopes will be no steeper than 2:1 and embankment slopes no steeper than 3:1 but 4:1 preferable and where possible.

Potholing for utility systems are not included within this scope but may be added as an additional service if authorized by the County

Estimate of the sheets to be involved with plan set are:

1. Cover sheet; (1),
2. General Notes and Symbols sheet; (1),
3. Typical Section and Details sheets; (3-5),
4. Geometric sheet [1"=50'H]; (2),
5. Roadway Plan & Profile sheets [1"=40'H, 1"=4'V]; (5-6)
6. Signing and Striping sheet [1"=40'H]; (2), and
7. Roadway Cross Section sheets [1"=10'H, 1"=5'V]; (12-14).

TASK 4: Bid Documents

The Engineer will produce construction contract bidding documents using existing County Bidding "Boiler Plate" documents. The Engineer will develop necessary special provisions and technical specifications that will include items such as requiring the contractor to submit a traffic control plan to minimize interference with traffic during construction as this will likely be a major element of the project. The contractor will also be responsible for all other local, state and federal permits required. A storm water pollution prevention permit will be required by the ADEQ and therefore the contractor will be alerted to the need to prepare and submit the necessary permit for this element within the plans or specifications (the County will also be required to submit an NOI as the Owner of this project).

TASK 5: Utility Coordination

The Engineer will coordinate with all surrounding utility companies and supply them with reduced scale sets of preliminary plans for review and comment to insure that existing or future planned system conflicts are considered under this work. Any possible conflicts associated with the project such as relocation or removal either will be called out on the plans to be performed by the contractor or the affected utility company, as directed by the County. This task also includes sufficient time to review data obtained and to determine what, if any, conflicts would arise between the design and any existing or proposed utility systems/features. Any conflicts, if found to exist, will be resolved by each utility owner.

Also included within this task are the following meetings:

1. Up to (2) two Progress Meetings with utility owner representatives on-site to discuss elements and possible conflicts relative to this project (likely held at or just after the 60- and 90-percent design level is submitted to the County).

TASK 6: Progress Submittals, Estimates and Deliverables

Submittals will include one electronic submittal to the County and one set of prints to known utility companies for each submittal:

- **Initial Design Submittal (60% Design Level)**
 - Existing topography
 - Preliminary line and grade of roadway and drainage systems
 - Notable conflicts with right of way and/or utility system elements.
 - Existing right-of-way (linework provided to Engineer by the County)
 - Preliminary new right-of-way, if necessary
- **Pre-Final Plan Submittal (90% Design Level)**
 - 90% Level Design Plans
 - Revised line and grade of roadway and/or drainage systems
 - Preliminary Detail Sheets
 - Preliminary Construction Notes
 - Preliminary Construction Cost Estimate
 - Preliminary Contract Documents (may be submitted prior to this submittal stage)
- **Final Plan Submittal (100% Level)**
 - Final Excavation Plan
 - Final Construction Cost Estimate
 - Final Contract Documents

The final submittal will consist of: one reproducible (1) copy of the 24"x36" Final Construction Improvement Plan, one (1) sealed copy of the Final Construction Cost Estimate, and one master copy of the Contract Bidding Document (all copies to be done by Gila County).

TASK 7: Bidding Assistance

The Engineer shall provide assistance with the following post-design items.

- Preparation of Bid Addendum(s)
- Pre-bid meeting attendance,
- Bid tabulation and analysis,
- Bid Recommendation,
- Pre-Construction Meeting attendance and,
- Up to two (2) on-site progress meetings during construction.

Assumptions Used in Developing Scope of Work

The following assumptions were used by the Engineering to develop the above scope of this project.

1. Topography, in an AutoCAD 2004 3D format, including all necessary planimetrics and other aerial mapping products will be provided to the Engineer by the County if the previously developed 2003 product is found to have sufficient errors as determined by the County.
2. Attempts to contact an individual utility owner, for the purposes of determining what, if any, conflicts may exist between the proposed improvements and existing utility systems, will be limited to twice per week for no more than two weeks. Thereafter, the County will coordinate and obtain the necessary information from a given utility owner.
3. Geotechnical investigation is not required to be undertaken. Rock excavation or special removal and/or construction techniques will assume to not be required for this project.
4. Right of way information including the location of any property or construction benchmark monumentation will be provided to the Engineer by the County.
5. The location of utility systems within the study area, including any bluestake markings to be coordinated by County staff, will be provided to the Engineer by the County.
6. Floodplain and/or additional hydrologic analyses are not required.
7. The design vehicle to be used for roadway analysis and design will be a standard HS-20 type truck (i.e., heavy truck type) unless otherwise directed by the County.
8. The design of any utility relocation is not required.
9. Construction Management and other post design services (not listed within Task 7) such as major changes to the plans or bid document are not required. Minor changes to the plans that would occur during the bidding process are included within the fee. Additional post design services beyond those detailed within this proposal may be provided to the County as an additional service if desired.
10. All necessary environmental, FEMA, SHPO, ADEQ, EPA, U.S. Army of Corps...etc. permitting, planning and coordination will not be required of the Engineer for this project.

ARTICLE II – SCHEDULE & FEES: Upon receipt of the Notice to Proceed and all requested information (see Task 1 and assumptions) to be provided to the Engineer by the County, it is anticipated that completion of this study will take 120 calendar days, assuming a 14-calendar day agency/utility review period (including discussion meeting with County staff) for the 60-percent and 90-percent submittals. The estimated time from the NTP to the 60-percent submittal is approximately 45-60 calendar days.

Engineers Professional Fee Schedule for the tasks outlined in the Scope of Services is as follows:

Task Number	Task Description	Fee
1	Data Collection, Coordination and Meetings	\$6,350
2	Drainage Design	\$9,060
3	Roadway Improvement Plans	\$42,190
4	Bid Documents	\$2,020
5	Utility Coordination	\$2,200
6	Progress Submittals, Estimates and Deliverables	\$2,502
7	Post Design Services	\$4,060
Total.		\$68,382

Contract term shall be in effect from date approved by Board of Supervisors until June 30, 2011.

ARTICLE III – INDEMNIFICATION CLAUSE: Engineer shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Engineer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Engineer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Engineer from and against any and all claims. It is agreed that the Engineer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Engineer agrees to waive all rights of subrogation

against the County, its officers, officials, agents and employees for losses arising from the work performed by the Engineer for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Engineer and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Engineer from liabilities that might arise out of the performance of the work under this contract by the Engineer, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Engineer shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Engineer".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Engineer even if those limits of liability are in excess of those required by this Contract.
 2. The Engineer's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Engineer shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Engineer from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Engineer shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right

to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Engineers' certificate(s) shall include all subcontractors as additional insured's under its policies or Engineer shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Engineer's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Engineer shall further ensure that each subcontractor who performs any work for Engineer under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Engineer and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Engineer's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Engineer to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Engineer shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Engineer approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Engineer shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Engineer. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Engineer's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Engineer shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Engineer shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Engineer. The Engineer shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Engineer certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Engineer shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Engineer:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County.

Compensation shall follow the guidelines of A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.


In return for the performance of the Contract by the Engineer, the County agrees to pay the amount of not more than \$ 68,382.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010
PINE CREEK CANYON ROAD PROJECT**

GILA COUNTY:

C.L. WILLIAMS CONSULTING, INC.

GILA COUNTY BOARD OF SUPERVISORS


Michael A. Pastor, Chairman, Board of Supervisors


Signature of Engineer

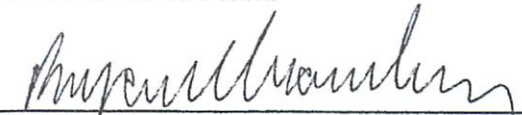

Charles L. Williams

Print Name

ATTEST


Marian Shepherd, Deputy Clerk of the Board

APPROVED AS TO FORM:


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928) 425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010

PINE CREEK CANYON ROAD PROJECT

AMENDMENT #1


Effective September 21, 2010, Gila County and C.L. Williams, Inc., entered into a contract whereby C.L. Williams would provide a scope of services related to the final roadway and major drainage improvements for Pine Creek Canyon road located within the unincorporated area of Gila County known as Pine, Arizona.. The term of the contract will expire June 30, 2011.

Amendment No. 1 to the contract will allow the contract period to be extended to July 31, 2012. There have been numerous conflicts with utilities and easements that have caused delays in completing the scope of work for this project. Extending to July 31, 2012 will allow for the engineering portion to be completed by C.L. Williams.


IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 28th day of June, 2011.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS


Michael A. Pastor, Chairman, Board of Supervisors

ATTEST


Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

CONSULTANT:

C.L. WILLIAMS CONSULTING


Consultant Signature

CHARLES WILLIAMS
Print Name

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

1400 E. Ash St.
Globe, AZ 85501

**PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 6510.526.REC04/8-2010
PINE CREEK CANYON ROAD PROJECT**

AMENDMENT NO. 2

Effective September 21, 2010, Gila County and C.L. Williams, Inc., entered into a contract whereby C.L. Williams agreed to provide a scope of services related to the final roadway and major drainage improvements for Pine Creek Canyon Road project located within the unincorporated area of Gila County known as Pine, Arizona. Amendment #1 dated June 28, 2011, extended the term of the contract to July 31, 2012, without a monetary increase.

Amendment No. 2 to the contract will allow the increase of up to \$10,000.00 for potential supplemental professional services during construction that were not included in the original scope of work. Since the construction project is beginning on or around May 1, 2012, an extension for this contract may be necessary until June 30, 2013. The Scope of Work tasks that are anticipated for this amendment that are not included in the original agreement are:

- Supplemental design for site specific conditions necessitated by Construction Activities
- Supplemental design for areas where the County is not able to obtain easements
- Review of Contractor Material Submittals
- Review of Contractor Requests for Payment
- Response to Contractors and County's requests for information
- On-site inspection of sub surface site conditions revealed during Construction Activities

IN WITNESS WHEREOF, two (2) identical counterparts of amendment #2 to contract no. 6510.526.REC04/8-2010, each which shall include original signatures and for all proposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2012.

GILA COUNTY

Tommie C. Martin, Chairman, Board of Supervisors

Date: _____

C.L. WILLIAMS CONSULTING

Charles L. Williams
Consultant Signature

CHARLES L. WILLIAMS
Print Name

Date: 4-19-12

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan Chambers, Chief Deputy County Attorney

Pine Creek Canyon Reconstruction Project
Summary of CL Williams Contracts

<u>Approval Dates</u>	<u>Description</u>	<u>Contract Amount</u>	<u>Actual Expense</u>	
April 24 2004	Original Contract	61,490	47,590	
September 28 2004	Change Order #1	18,000	18,000	
February 13 2007	Change Order #2	56,542	5,770	due to obstacles obtaining right of way the project was put on hold
September 21 2010	New Contract	68,382	65,847	\$2535 left to be expensed
June 28 2011	Amend #1	-	-	date extension thru July 31, 2012
April 3 2012	T & M Increase	10,000	-	proposed increase for post design during construction thru 3-2013
Totals		214,414	137,207	

149,742 Possible Total Engineering Expense



GILA COUNTY ATTORNEY

Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

Regular BOS Meeting**Meeting Date:** 05/01/2012

Submitted For: Steve Stratton,
Public Works
Division Director

Submitted By: Shannon Coons, Fiscal Services
Manager, Public Works Division

Department: Public Works Division **Division:** Administration

Presenter's Name:

InformationRequest/Subject

Statement of Agreement between Gila County and S.A.K. Plumbing and Electrical for SECURA Insurance claim no. 553874 for defective work at the Women's Jail Dormitory.

Background Information

During the construction of the Women's Jail Dormitory some concrete and plumbing work that was done under J.E. Bowen Construction by their sub-contractor S.A.K. Electrical and Plumbing was found to be defective. In September 2010, a release was signed in the amount of \$78,787 on claim no. 551053 for the initial concrete building pad that had to be repoured that was paid by Secura Insurance, the sub-contractor's insurance company.

It was repoured and in April 2011 it was discovered that the sewer plumbing had been damaged by the second pour and water would not pass. J.E. Bowen was instructed to correct the damage and S.A.K. Electric and Plumbing tore up the concrete and re-built the plumbing and re-poured the concrete in those areas. This claim no. 553874 is what is being brought to the Board now in a form of a Statement of Agreement.

Evaluation

The Statement of Agreement says that this is a settlement for the correction of the defective work and that Gila County agrees that the work S.A.K. completed in these plumbing areas has been accepted. Gila County agrees that it is not aware of any other claims pending or anticipated. Gila County may still claim damages related to the work within the warranty period which began 2/22/2012 and will end 2/21/2014.

Conclusion

The County Attorney's Office cited that Arizona Statute 11-251(11) and 11-201(A)(1) provides "the powers of the county shall be exercised only by the board of supervisors or by agents and officers acting under its authority and authority of law. It has the power to sue and be sued." The amount of \$52,737.06 will be paid by SECURA to S.A.K., but that amount is above the \$50,000 that the Board approved the County Manager to sign. This is the reason the Board of Supervisors is being asked to approve this Statement of Agreement.

Recommendation

Approval of a Statement of Agreement between Gila County and S.A.K. Electrical & Plumbing for claim number 553874 in the amount of \$52,737.06 to be paid by SECURA Insurance to S.A.K. Electrical & Plumbing for defective work at the Women's Jail Dormitory.

Suggested Motion

Approval of a Statement of Agreement between Gila County and S.A.K. Electrical & Plumbing for claim number 553874 in the amount of \$52,737.06 to be paid by SECURA Insurance to S.A.K. Electrical & Plumbing for defective work at the Women's Jail Dormitory.

Attachments

Statement of Agreement with S.A.K.

Statement of Agreement

In December 2009, Gila County ("County") entered into an agreement with J.E. Bowen Construction LLC to construct a women's dormitory facility for the Gila County Jail. J.E. Bowen Construction LLC then subcontracted with SAK Electric & Plumbing ("SAK") to perform work on the project. In March 2010, Gila County discovered that some of the concrete work SAK completed on the project was defective. Gila County demanded that J. E. Bowen Construction LLC correct the defective work. That work was corrected and approved by the County. In March 2011, Gila County discovered that additional work of SAK (underground plumbing work) was defective and demanded that the J.E. Bowen Construction LLC correct the defective work. This work was corrected and approved by the County, as well.

Gila County understands that SAK has presented a claim (Claim Number 553874) for their work on March 28, 2012 for the underground plumbing work that needed to be corrected subject to the conditions of their policy(TC3148529) to SECURA Insurance. Gila County also understands that SECURA's intent is to settle the claim for \$52,737.06 directly *with its insured* (SAK) if the County can agree that the work has been completed and no other claims are pending or anticipated.

As of the date of this letter, the County agrees that SAK has completed the work to correct all the underground plumbing. Gila County agrees that the work has been completed and Gila County is aware of no other claims, pending or anticipated, that would involve work on the project provided by SAK. Notwithstanding, Gila County reserves the right to claim damages related to work on the project furnished by SAK in the event latent or undiscovered defects are discovered within the warranty period. SAK agrees that no further claims will be processed by SECURA Insurance in regard to this project.

BOARD OF SUPERVISORS

Tommie C. Martin
Chairman of the Board of Supervisors

Date _____

ATTEST

Marian Sheppard
Chief Deputy Clerk

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney
For Daisy Flores, Gila County Attorney

COMPANY

Steve Keenagis
S.A.K. Representative

Date 4/17/12

ARF-1155

Consent Agenda Item 3- E

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Linda Eastlick, Elections Director
Submitted By: Liz Mata, Administrative Clerk, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Democratic Committee

Background Information

ARS 16-821 (B) provides if a vacancy exists in the office of precinct committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Six new individuals have been submitted by the Gila County Democratic Committee Chair for appointment to the office of precinct committeemen. Per statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Democratic Party has submitted Patrece Ryan, Joseph E. Lunt, Rodolfo M. Sanchez, Richard Lazarin Jr., Wilma Mae Dalby and Chaya S. Schonberger for appointment by the Board of Supervisors.

Recommendation

The Director of Elections recommends that the Board of Supervisors approve the appointments as submitted by the Gila County Democratic Committee.

Suggested Motion

Approval of the appointments of the following precinct committeemen as submitted by the Gila County Democratic Committee: Star Valley Precinct-Patrece Ryan, Globe #1 Precinct-Joseph E. Lunt, Miami #3 Precinct-Rodolfo M. Sanchez, Miami #3 Precinct-Richard Lazarin Jr., Payson #2 Precinct-Wilma Mae Dalby and Star Valley Precinct-Chaya S. Schonberger.

Attachments

Democrat PC Committeemen

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number

0400050299

Must be registered Democrat

Please be advised that on

10 January 2012
Date

Patrice Ryan

LIST NAME AS YOU ARE REGISTERED

a duly qualified Democratic elector residing at:

Address

16 N StarVale Dr #26 StarValley AZ 85374

City

State

Zip

Mailing Address

City

State

Zip

Home Phone

Work Phone

Cell Phone

Fax

Email

was selected a Precinct Committeeperson in the Gila County, PRECINCT of _____

_____, CODE NUMBER _____ to fill a vacancy in the same
Precinct because of:

☒ A legal vacancy has not been filled.

____ Resignation of _____

____ Death of _____

RESPECTFULLY SUBMITTED

Christine Tolley

Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: _____

Date: _____

GILA COUNTY DEMOCRAT COMMITTEE
PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

RODOLFO M. SANCHEZ, a duly qualified Democrat elector residing at
(Name as shown on Voter Registration)

132 South FOREST AVE, Miami AZ, 85539
Address City State Zip

NONE
Home Phone Work Phone Cell Phone

NONE
Fax Email

as a Democrat Precinct Committeeman in Gila County for the

PRECINCT of MIAMI, ARIZONA 3 CODE Number 165

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation of _____

☐ Death of _____

RESPECTFULLY SUBMITTED

Christine Tilley
Party Chair

Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Democrat Party and help promote the Democrat message in Arizona and the **Gila County Democratic Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democrat Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Democrat Party in obtaining Democrat registered voters.
4. Active assistance to Democrat voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Democrat Party.

Signed: Rodolfo M. Sanchez

Date: 10-19-2011

Voter Identification Number: 0858468

GILA COUNTY DEMOCRAT COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

RICHARD LAZARIN JR., a duly qualified Democrat elector residing at
(Name as shown on Voter Registration)

201 S. LATAM BLVD MIAMI AZ 85539
Address City State Zip

(928) 423-4333 _____ (928) 701-4699
Home Phone Work Phone Cell Phone

Fax

Email

as a Democrat Precinct Committeeman in Gila County for the

PRECINCT of MIAMI #3 CODE Number 165

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

_____ Resignation of _____

_____ Death of _____

RESPECTFULLY SUBMITTED

Christine Tilley
Party Chair

Dare Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Democrat Party and help promote the Democrat message in Arizona and the **Gila County Democratic Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democrat Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Democrat Party in obtaining Democrat registered voters.
4. Active assistance to Democrat voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Democrat Party.

Signed: Richard Lazarin Jr.

Date: 10/20/11

Voter Identification Number: 0400058260

GILA COUNTY DEMOCRATIC PARTY
PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number _____

Must be registered Democrat

Wilma Mae

DALBY

_____, a duly qualified Democratic elector residing
LIST NAME AS YOU ARE REGISTERED

at *1104 Milk Ranch Point, Payson, AZ, 85541*
Address City Zip Code

928/472-7979
Home Phone Work Phone Cell Phone

rw_dalby2@msn.com
Fax Email

PRECINCT NAME *Payson 2*

PRECINCT CODE NUMBER *Payson 2*

Wilma Mae Dalby *1/5/10*
Signature Date

Respectfully Submitted to the Gila County Board of Supervisors,

Christine Tilly
Gila County Democratic Party Chair Date

GILA COUNTY DEMOCRATIC PARTY
PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number _____

Must be registered Democrat

Please be advised that on _____

Date _____

a duly qualified Democratic elector residing at:

Chapman S. Schonberger
LIST NAME AS YOU ARE REGISTERED

94 S. Sprague Star Valley AZ 85541
Address City State Zip

1000 N. BEELINE Highway #182 Payson 85541
Mailing Address City State Zip

928 468 8591 Home Phone 858 212 8396 Cell Phone
Work Phone

760-553 9464 intern coordination@Dusa
Fax Email internship.com

was selected a Precinct Committeeperson in the Gila County, PRECINCT of Star Valley

_____, CODE NUMBER _____ to fill a vacancy in the same
Precinct because of:

☒ A legal vacancy has not been filled.

_____, Resignation of _____

_____, Death of _____

RESPECTFULLY SUBMITTED

Christine Tilley

Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Chs

Date: 10/1/2011

ARF-1218

Consent Agenda Item 3- F

Regular BOS Meeting

Meeting Date: 05/01/2012

Submitted For: Linda Eastlick, Elections Director
Submitted By: Liz Mata, Administrative Clerk, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Committee.

Background Information

ARS 16-821 (B) provides if a vacancy exists in the office of precinct committeemen, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Five new individuals have been submitted by the Gila County Republican Committee Chair for the appointment to the office of precinct committeemen. Per statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Republican Party has submitted Stanley Gordon Langham, Williamette J. Langham, Monica Anne Joyner, David Kent Flider and Michael Armstrong for appointment by the Board of Supervisors.

Recommendation

The Election Department Director recommends that the Board of Supervisors approve the appointments as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the appointments of the following precinct committeemen as submitted by the Gila County Republican Committee: Payson #2 precinct-Stanley Gordon Langham, Williamette J. Langham and Monica Anne Joyner, Payson 5-David Kent Flider and Gisela-Michael R. Armstrong.

Attachments

Republican Precint Commiteemen 5 22 12

GILA COUNTY REPUBLICAN

PRECINCT COMMITTEEMAN

VOTER IDENTIFICATION
GILA COUNTY, ARIZONA

Sadie Tomelin Dalton, County Recorder

230 40002746

STANLEY GORDON LANGHAM

602 E CONTINENTAL DR
PAYSON AZ 85541-5615

01/16/1997

It is requested that the Gila County Board of Supervisors appoint

STANLEY GORDON LANGHAM

a duly qualified Republican elector residing at

602 E. CONTINENTAL DR, PAYSON AZ 85541
Address City State Zip

928.474.6610 928.595.0389
Home Phone Work Phone Cell Phone

Fax

Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of PAYSON #2 CODE Number _____

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

____ Resignation of _____

____ Death of _____

RESPECTFULLY SUBMITTED

[Signature]
Party Chairman

4/12/12
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the Gila County Republican Committee.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: [Signature] Date: 4/10/12

Voter Identification Number: 400027464

GILA COUNTY REPUBLIC

PRECINCT COMMITTEEMAN

VOTER IDENTIFICATION

GILA COUNTY, ARIZONA

Sadie Tomerlin Dalton, County Recorder



PCT
230.F

ID NUMBER
400027465

PARTY
REP

DATE REGISTERED
01/15/1996

WILLIAMETTE J LANGHAM

602 E CONTINENTAL DR
PAYSON AZ 85541-5615

CONGRESSIONAL
DISTRICT
1

LEGISLATIVE
DISTRICT
5

BOARD OF
SUPERVISORS
2

FIRE
DISTRICT
PAY

SCHOOL
PAY

CITY
PAY

It is requested that the Gila County Board of Supervisors appoint:

WILLIAMETTE J. LANGHAM

a duly qualified Republican elector residing at

602 E. CONTINENTAL DR PAYSON AZ 85541

928.474.6610

Home Phone

Work Phone

928.978.4144

Cell Phone

Fax

Email

MISS MAC4144@gmail.com

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of PAYSON II 2

CODE Number

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation of

☐ Death of

RESPECTFULLY SUBMITTED

Party Chairman

4/12/12
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Williamette J. Langham Date: 4.10.12

Voter Identification Number: 400027465

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

Monica Anne Joyner (Name on Voter Registration)

a duly qualified Republican elector residing at

9127 W. Stageline Payson AZ 85541
Address City State Zip

928 978-2127 n/a n/a
Home Phone Work Phone Cell Phone

mjoyner@gmail.com
Fax Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson II CODE Number _____

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☒ Resignation of Susan Everhart

Death of _____

RESPECTFULLY SUBMITTED

Don M. Asundi
Party Chairman

4/10/12
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Monica A. Joyner Date: 4/9/12

Voter Identification Number: 0400023720

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

David Kent Flider, (Name on Voter Registration)

a duly qualified Republican elector residing at

506 E. Park Drive, Payson AZ, 85541
Address City State Zip

928-474-9561

Home Phone

Work Phone

Cell Phone

SAB

Fax

mflider@npgcable.com

Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson #5 CODE Number 250

to fill a vacancy in the same Precinct because:

☐ Legal vacancy has not been filled.

☒ Resignation of ALVIN SCHMALZER

☐ Death of _____

RESPECTFULLY SUBMITTED

Don M. Grotli
Party Chairman

3/31/12
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: David Kent Flider Date: March 31, 2012

Voter Identification Number: 0400042230

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

Michael R. ARMSTRONG (Name on Voter Registration)

a duly qualified Republican elector residing at

190 N. Deer Creek Drive Payson AZ 85541
Address City State Zip

928 474-3570
Home Phone Work Phone Cell Phone

MRARMSTRONG @ g. com
Fax Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of Gisela CODE Number 305

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation of _____

☐ Death of _____

RESPECTFULLY SUBMITTED

Don W. Givoli
Party Chairman

3/31/12
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Michael R. Armstrong Date: 3-31-12

Voter Identification Number: 0400039648

ARF-1199

3- G

Regular BOS Meeting

Meeting Date: 05/01/2012

Reporting Period: Recorder's Office Monthly Report for February 2012

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton,
Recorder,
Recorder's
Office

Information

Subject

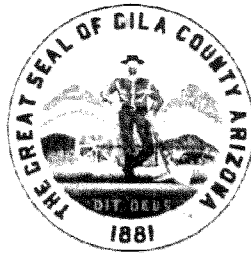
Recorder's Office Monthly Report for February 2012

Suggested Motion

Approval of the February 2012 monthly activity report submitted by the Recorder's Office.

Attachments


Recorder's Office Monthly Report for February 2012



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF FEBRUARY 2012

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Tomerlin Dalton, Gila County Recorder

101786 MAR 21 1952

FOR PERIOD February 2012

Authorized Signature Sadi G. Dine Title Recorder

TREASURER By Sanchez Date 3/21/12

TDEAC/IBED

MONTHLY ACTIVITY REPORT - February 2012

DATE	AMT PAID	1005	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
2/1/2012	213.00	407.00	128.00	0.00	0.00	147.00	322.00	535.00
2/2/2012	268.00	247.00	144.00	0.00	0.00	258.00	123.00	391.00
2/3/2012	254.00	285.00	168.00	0.00	0.00	80.00	199.00	453.00
2/6/2012	393.00	362.00	188.00	0.00	246.00	128.00	403.00	796.00
2/7/2012	164.00	426.00	176.00	0.00	0.00	95.00	438.00	602.00
2/8/2012	166.00	269.00	120.00	0.00	0.00	219.00	223.00	389.00
2/9/2012	1592.31	533.00	276.00	0.00	19.31	1358.00	486.00	828.31
2/10/2012	502.40	543.00	224.00	0.00	60.40	144.00	325.00	827.40
2/13/2012	377.00	512.00	240.00	0.00	0.00	103.00	375.00	752.00
2/14/2012	309.88	220.00	116.00	0.00	208.88	91.00	235.00	544.88
2/15/2012	278.00	569.00	224.00	5.00	0.00	104.00	520.00	798.00
2/16/2012	654.00	771.00	312.00	0.00	0.00	0.00	429.00	1083.00
2/17/2012	369.85	334.00	172.00	0.00	111.85	349.00	248.00	617.85
2/21/2012	1308.91	522.60	284.00	0.00	1366.91	173.00	864.60	2173.51
2/22/2012	180.00	280.00	128.00	0.00	0.00	106.00	228.00	408.00
2/23/2012	331.00	459.00	188.00	0.00	0.00	183.00	316.00	647.00
2/24/2012	494.00	642.00	304.00	0.00	0.00	69.00	452.00	946.00
2/27/2012	7,309.00	507.00	216.00	0.00	0.00	7094.00	414.00	723.00
2/28/2012	101.00	535.00	248.00	0.00	0.00	180.00	682.00	783.00
2/29/2012	463.45	680.00	272.00	0.00	52.45	13.00	541.00	1004.45
TOTAL	15,728.80	9103.60	4,128.00	5.00	2,065.80	10,894.00	7,823.60	15,302.40

Date & Time	Deposit Id	Bank Account	Reference	Amount
Feb 1, 2012 2:05:14 PM	2357	B	Globe	\$0.00
Feb 1, 2012 2:05:14 PM	2360	B	Globe	\$213.00
Feb 2, 2012 4:51:14 PM	2255	B	Payson 02/02/12	\$52.00
Feb 3, 2012 2:05:14 PM	2350	B	Globe	\$177.00
Feb 3, 2012 4:52:17 PM	2257	B	Payson 02/02/12	\$77.00
Feb 6, 2012 9:07:43 AM	2259	B	globe	\$216.00
Feb 6, 2012 2:05:14 PM	2349	B	Globe	\$387.00
Feb 7, 2012 2:05:14 PM	2354	B	Globe	\$144.00
Feb 7, 2012 3:06:43 PM	2263	B	Payson 02/07/12	\$6.00
Feb 8, 2012 3:23:56 PM	2267	B	02/07/12 Payson	\$20.00
Feb 8, 2012 3:23:56 PM	2268	B	02/07/12 Payson error	\$0.00
Feb 8, 2012 5:00:22 PM	2270	B	02/08/12 Payson	\$4.00
Feb 9, 2012 8:56:01 AM	2272	B	Globe	\$162.00
Feb 9, 2012 2:05:14 PM	2351	B	Globe	\$1,579.31
Feb 9, 2012 5:05:05 PM	2274	B	Payson 02/09/12	\$13.00
Feb 10, 2012 4:52:16 PM	2275	B	Payson 2/10/12	\$78.00
Feb 10, 2012 4:56:18 PM	2276	B	Globe	\$424.40
Feb 13, 2012 2:05:14 PM	2352	B	Globe	\$325.00
Feb 14, 2012 2:05:14 PM	2353	B	Globe	\$289.88
Feb 14, 2012 2:05:14 PM	2361	B	Globe	\$20.00
Feb 15, 2012 9:51:53 AM	2283	B	Payson 2/13/12 cor	\$52.00
Feb 15, 2012 9:51:53 AM	2284	B	Payson 2/13/12 err	\$0.00
Feb 15, 2012 2:05:14 PM	2356	B	Globe	\$239.00
Feb 15, 2012 4:50:33 PM	2285	B	02/15/12 Payson	\$39.00
Feb 16, 2012 4:55:11 PM	2287	B	GLOBE 2/16	\$651.00
Feb 16, 2012 5:02:46 PM	2288	B	02/16/12 Payson	\$3.00
Feb 17, 2012 4:54:13 PM	2290	B	payson 02/17/12	\$48.00
Feb 21, 2012 1:28:47 PM	2292	B	Globe	\$321.85
Feb 21, 2012 4:59:28 PM	2295	B	Globe	\$1,248.91
Feb 21, 2012 5:04:39 PM	2296	B	Payson 02/21/12	\$60.00
Feb 22, 2012 4:56:44 PM	2297	B	payson 2/22/12	\$26.00
Feb 23, 2012 4:55:07 PM	2299	B	Payson 2/23/12	\$24.00
Feb 23, 2012 4:58:28 PM	2300	B	Globe	\$307.00
Feb 24, 2012 9:21:10 AM	2302	B	Globe	\$154.00
Feb 24, 2012 4:53:55 PM	2303	B	Payson 02/24/12	\$78.00
Feb 27, 2012 8:07:10 AM	2304	B	Payson error	\$0.00
Feb 27, 2012 8:30:32 AM	2306	B	Globe	\$416.00
Feb 27, 2012 4:53:50 PM	2307	B	Payson 02/27/12	\$7,000.00
Feb 27, 2012 4:54:13 PM	2308	B	Globe	\$309.00
Feb 28, 2012 4:56:14 PM	2309	B	Payson 2/28/12	\$23.00
Feb 28, 2012 4:56:54 PM	2310	B	Globe	\$78.00
Feb 29, 2012 4:54:17 PM	2311	B	Payson 2/29/12	\$95.45
Feb 29, 2012 5:01:41 PM	2312	B	globe 2/29	\$368.00

Total \$15,728.80

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$4,834.60	(\$8,250.00)	(\$3,415.40)
Cash	Cash/Check	\$15,728.80	\$0.00	\$15,728.80
D-1005-120-01-4612-003	Postage(deferred)	\$11.00	(\$16.00)	(\$5.00)
D-1005-120-01-4612-023	Recording Fee(deferred)	\$33.00	(\$54.00)	(\$21.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$44.00	(\$64.00)	(\$20.00)
ETransfer	Electronic Transfers	\$2,644.00	\$0.00	\$2,644.00
	Total	\$23,295.40	(\$8,384.00)	\$14,911.40
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$134.00	(\$88.00)	\$46.00
	Total	\$134.00	(\$88.00)	\$46.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$364.00)	(\$364.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$126.00)	(\$126.00)
1005-120-01-4612-003	Postage	\$0.00	(\$805.60)	(\$805.60)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$248.00)	(\$248.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$87.00)	(\$87.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$274.00)	(\$274.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$42.00)	(\$42.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$6,987.00)	(\$6,987.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$124.00)	(\$124.00)
1005-120-01-4612-027	Fax	\$0.00	(\$20.00)	(\$20.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,108.00)	(\$4,108.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7147-120-01-4612-013	Microfiche	\$0.00	(\$12.00)	(\$12.00)
7147-120-01-4612-018	Voter	\$0.00	(\$1,259.80)	(\$1,259.80)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$794.00)	(\$794.00)
eRecording	eRecording	\$2,855.00	(\$2,556.00)	\$299.00
	Total	\$2,855.00	(\$17,812.40)	(\$14,957.40)
	Total	\$26,284.40	(\$26,284.40)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$15,728.80	\$0.00	\$15,728.80
	Range Total	\$15,728.80	\$0.00	\$15,728.80

Sadie Tomerlin Dalton
Gila County Recorder
For Month Of: **February**

New Fiscal Year Form

FY **2011-2012**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,192	4,236	11,989.38	760.00	3,932	2.00	20,919.38
Aug	1,272	4,796	14,380.90	1,774.56	4,536	23.00	25,510.46
Sept	1,047	3,804	13,139.02	1,030.00	3,496	10.00	21,479.02
Oct	1,134	4,212	13,523.46	1,637.00	3,916	0.00	23,288.46
Nov	1,147	4,312	10,742.49	961.43	3,880	3.00	19,898.92
Dec	1,059	4,028	9,556.58	953.41	3,740	17.00	18,294.99
Jan	1,105	4,120	6,770.90	869.99	0	0.00	11,760.89
Feb	1,089	4,128	12,092.41	2,065.80	0	1.00	18,287.21
Mar							0.00
Apr							0.00
May							0.00
June							0.00
Total	9,045	33,636	92,195.14	10,052.19	23,500	56.00	159,439.33

Fiscal Year **159,439.33**
All Monies

	A	B	C	D	E	F
1	GILA COUNTY RECORDER					
2						
3		REPORT FOR		Feb 2012		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$10,894.00		\$0.00	
7		PAID OUT OF SUSPENSE ACCT		\$7,823.60	\$3,070.40	
8		RECORDING FEES	\$9,103.60	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES		\$124.00	\$124.00	
10		INTEREST PD TO ACCT	\$0.41	\$0.00	\$0.41	
11			\$42.00			
12	TOTAL 1005 FUNDS		\$20,040.01	\$7,947.60	\$12,092.41	
13						
14	SECTION II					
15		7145 FUND (RECORDER)	\$4,128.00	\$0.00	\$4,128.00	
16		7146 FUND (MINING - 80% STATE TREAS)	\$4.00	\$4.00	\$4.00	
17		7146 FUND (MINING - 20% RECORDER)	\$1.00	\$0.00	\$1.00	
18		7147 FUND (COMPUTER SVCS)	\$2,065.80	\$0.00	\$2,065.00	
19	TOTAL SEC II FUNDS		\$6,198.80	\$4.00	\$6,198.80	
20						
21	COMBINED TOTALS - TOTAL FEES COLLECTED		\$26,238.81	\$7,951.60	\$18,287.21	
22						
23						

House Account Summary

Gila County AZ Recorder

For the Period of 02/01/2012 - 02/29/2012

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$179.00)	\$0.00	\$0.00	(\$179.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$44.57)	\$0.00	\$0.00	(\$44.57)
ADOT	AZ DEPT OF TRANS	(\$295.50)	\$0.00	\$0.00	(\$295.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$247.00)	\$0.00	\$0.00	(\$247.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$185.00)	\$27.00	\$0.00	(\$158.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	\$170.00	\$16.00	\$0.00	\$186.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,074.00)	\$0.00	\$0.00	(\$2,074.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$117.00)	\$12.00	\$0.00	(\$105.00)
EQUIT	EQUITY SERVICES	(\$201.00)	\$7.00	\$0.00	(\$194.00)
ERAY	ERA YOUNG REALTY	(\$165.40)	\$46.80	\$0.00	(\$118.60)
EXCEL	EXCEL DOCUMENT SERVICES	(\$187.00)	\$0.00	\$0.00	(\$187.00)
FARES	First American Corelogic Inc.	(\$56.40)	\$0.00	\$0.00	(\$56.40)
FATM	FIRST AMERICAN MICROFICHE	(\$1,783.40)	\$181.80	\$0.00	(\$1,601.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$618.00)	\$0.00	\$0.00	(\$618.00)
FNDS	LPS APPLIED ANALYTICS	(\$178.20)	\$95.00	(\$1,250.00)	(\$1,333.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$43.50	\$30.00	\$0.00	\$73.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$67.00)	\$0.00	\$0.00	(\$67.00)
IMAPP	IMAPP, INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$88.00	(\$88.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$480.50)	\$0.00	\$0.00	(\$480.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$1,011.00)	\$20.00	\$0.00	(\$991.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$1,243.00)	\$484.00	\$0.00	(\$759.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$3,938.00)	\$3,934.00	(\$7,000.00)	(\$7,004.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$217.00)	\$0.00	\$0.00	(\$217.00)
simplifile	Simplifile - eRecording	(\$277.00)	\$2,855.00	(\$2,556.00)	\$22.00
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,213.20)	\$27.00	\$0.00	(\$1,186.20)
Totals		(\$15,401.07)	\$7,823.60	(\$10,894.00)	(\$18,471.47)

ARF-1214

3- H

Regular BOS Meeting

Meeting Date: 05/01/2012

Reporting Period: Clerk of the Superior Court's Monthly Report for March 2012

Submitted For: Vicki Aguilar

Submitted By: Vicki Aguilar,
Chief Deputy
Clerk of the
Superior
Court, Clerk of
the Superior
Court

Information

Subject

Clerk of the Superior Court's Monthly Report for March 2012

Suggested Motion

Approval of the March 2012 monthly activity report submitted by the Clerk of the Superior Court

Attachments

Clerk of Court March 2012 Monthly Report

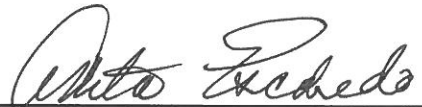
**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

- - - - -

**CLERK'S REPORT
FOR
MARCH 2012**

TO THE HONORABLE BOARD OF SUPERVISORS:

**I herewith present the annexed report as and for a true and correct account
of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in black ink, appearing to read "Anita Escobedo", written over a horizontal line.

**ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona**



Summary Allocation by Agency Report

Report generated on : 4/10/2012 1:26:59 PM

Criteria : From Date : 3/1/2012 To Date : 3/31/2012

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$46344.59		(\$46386.37)		(\$41.78)	\$0.00
Agency Name : ALLOCATION ADJUSTMENT REFUNDS									
	AAR ALLOCATION ADJUSTMENT REFUNDS	AARA	ALLOCATION ADJUSTMENT REFUND ACCOUNT			\$390.00		\$390.00	\$0.00
Agency Name : BOND POSTED - THIS COURT									
	ZBND BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$14839.24		(\$1250.00)	(\$1250.00)	\$12339.24	\$0.00
Agency Name : D.A.R.E. PROGRAM									
	ZDARE D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$5.00		\$50.00		\$55.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
	ZEORF ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2720.20				\$2720.20	\$136.01
Agency Name : GILA COUNTY TREASURER									
	ZCNTY GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR			\$1.00		\$1.00	\$0.05
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR			\$8.00		\$8.00	\$0.40
		ZVAPB	30% INTERSTATE COMPACT	\$40.50		\$4.10		\$44.60	\$2.23
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$328.20		\$75.00		\$403.20	\$0.00

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZADR	ALTER. DISPUTE RESOLUTION FUND	\$62.07				\$62.07	\$3.10
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1980.00				\$1980.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$375.00				\$375.00	\$18.75
		ZFEE	BASE FEES (GENERAL FUND)	\$5652.63				\$5652.63	\$282.63
		ZFINE	BASE FINES	\$5784.63		\$4812.48		\$10597.11	\$529.86
		ZFORF	BOND FORFEITURES			\$1250.00	\$1250.00	\$2500.00	\$62.50
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$748.18				\$748.18	\$37.41
		ZCEF	CLEAN ELECTIONS FUND	\$615.82		\$175.24		\$791.06	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$45.18				\$45.18	\$2.26
		ZJDET	COUNTY JUV DETENTION			\$3083.65		\$3083.65	\$154.18
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2720.13				\$2720.13	\$136.01
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2929.98		\$2142.85		\$5072.83	\$253.64
		ZDNAS	DNA STATE SURCHARGE	\$271.27		\$73.38		\$344.65	\$17.23
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1227.33				\$1227.33	\$61.37
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$342.60				\$342.60	\$17.13

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDREF	DOMESTIC RELATIONS EDUCATION	\$106.94				\$106.94	\$5.35
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1577.00				\$1577.00	\$78.85
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$476.35		\$1444.06		\$1920.41	\$96.02
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$232.11				\$232.11	\$11.61
		ZDCRT	DRUG COURT FEE FUND	\$500.00				\$500.00	\$25.00
		ZDUIA	DUI ABATEMENT FUND	\$335.00		(\$30.00)		\$305.00	\$15.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$352.90				\$352.90	\$17.65
		ZWITN	EXPERT WITNESS FUND	\$840.00				\$840.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$2475.97		\$335.06		\$2811.03	\$140.55
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$307.80		\$503.89		\$811.69	\$40.58
		ZEXT	EXTRADITION REIMBURSEMENT	\$40.33		\$324.00		\$364.33	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$430.02		\$122.65		\$552.67	\$27.63
		ZCC	GEN JURIS CONCILIATION COURT	\$1846.56				\$1846.56	\$92.33
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4920.94		\$2925.22		\$7846.16	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$820.14		\$487.54		\$1307.68	\$0.00

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2460.48		\$1462.62		\$3923.10	\$0.00
		ZJF	JAIL (INCARCERATION) FEES	\$6.54				\$6.54	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1335.52				\$1335.52	\$66.78
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3034.80				\$3034.80	\$151.74
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$137.69		\$94.96		\$232.65	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$255.71		\$176.84		\$432.55	\$0.00
		ZJURY	JURY FEES	\$25.00				\$25.00	\$1.25
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$44.00		\$194.00		\$238.00	\$11.90
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$176.00		\$776.00		\$952.00	\$47.60
		ZJS	JUVENILE PROBATION SERV FEES	\$1339.45		\$4197.97		\$5537.42	\$276.87
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$809.34		\$555.80		\$1365.14	\$68.26
		ZMISC	MISCELLANEOUS FEES	\$54.74				\$54.74	\$2.74
		ZOS10	OFFCR SAFETY EQUIP -ANML CNTRL			\$4.00		\$4.00	\$0.20

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

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Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZPP	PASSPORT APPLICATION FEES	\$1175.00				\$1175.00	\$58.75
		ZPCOF	PRISON CONSTRUCTION AND	\$3914.28		\$140.00		\$4054.28	\$202.71
		ZPRS6	PROB SURCH 2006	\$51.44		\$51.00		\$102.44	\$5.12
		ZPBA	PROBATION FEE ADULT	\$11567.32		\$9646.12		\$21213.44	\$1060.67
		ZPRSU	PROBATION SURCHARGE (\$5.00)	\$0.67		\$0.26		\$0.93	\$0.05
		ZPUBZ	PUBLIC DEFENDER FEES			\$386.54		\$386.54	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$2578.25		\$490.00		\$3068.25	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$127.61				\$127.61	\$6.38
		ZSTAT	STATE TREASURER - GENERAL FUND	\$1942.02		\$81.00		\$2023.02	\$101.15
		ZVAF	VICTIMS ASSISTANCE FUND	\$94.50		\$9.57		\$104.07	\$5.20
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$180.00		\$317.14		\$497.14	\$24.86
		ZGFDU	XTRA DUI ASSMT	\$20.00				\$20.00	\$1.00
		ZPRS9	ZPRS9	\$140.00		\$60.00		\$200.00	\$10.00
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$96.00				\$96.00	\$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$109.00				\$109.00	\$0.00



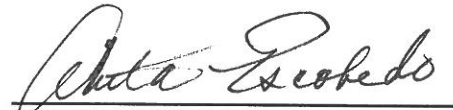
Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$46162.50		\$10225.19		\$56387.69	\$0.00
Total:				\$180132.47		(\$589.24)	\$0.00	\$179543.23	\$4368.81
(less shaded areas)								73,347.13	
								\$106,196.10	
(negative from Hold)								+41.78	
								\$106,237.88	

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of MARCH, 2012.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10th day of APRIL, 2012.


Deputy

ARF-1201

3- I

Regular BOS Meeting

Meeting Date: 05/01/2012

Reporting Period: Payson Regional Constable's Office Monthly Report for March 2012

Submitted For: Colt White

Information

Subject

Payson Regional Constable's Office Monthly Report for March 2012

Suggested Motion

Approval of the March 2012 monthly activity report submitted by the Payson Regional Constable's Office

Attachments

Payson Regional Constable's Office Monthly Report March 2012

David Vaughn
Deputy Constable



Yvonne House
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

March 2012 **MONTHLY REPORT**

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LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

David Vaughn
Deputy Constable



Yvonne House
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

April 6, 2012

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of March, 2012, the Payson Regional Constable's Office:

- ♦ Received a total of **142** papers for service
- ♦ Drove a total of **1,680** miles
- ♦ Collected a total of **\$1,539.70** as follows:

Check Total	\$776.00
Cash Total	<u>763.70</u>
Total Deposited	\$ 1,539.70

Paid to General Fund (Check #2289/Treasurer's Receipt #98335)	\$ 1,539.70
--	-------------

Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	<u>\$ 875.00</u>
---	------------------

Grand Total Paid to General Fund	<u>\$2,414.70</u>
----------------------------------	--------------------------

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

CONSTABLE OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS BY FISCAL YEAR 2010-2011 & 2011-2012

2010-2011 MONTH	TOTAL PAPERS	MILES DRIVEN	FEEES COLLECTED	2011-2012 MONTH	TOTAL PAPERS	MILES DRIVEN	FEEES COLLECTED
2010				2011			
JULY	227	1,574	\$3,866.70	JULY	133	1,193	\$2,708.00
AUGUST	175	1,938	\$3,062.90	AUGUST	159	1,886	\$2,193.28
SEPTEMBER	150	2,010	\$2,702.90	SEPTEMBER	217	1,805	\$2,410.45
OCTOBER	207	2,367	\$2,507.40	OCTOBER	166	1,766	\$2,668.20
NOVEMBER	182	1,867	\$3,554.60	NOVEMBER	148	2,183	\$2,018.40
DECEMBER	206	2,258	\$2,770.85	DECEMBER	170	2,330	\$2,100.70
JANUARY2011	194	1,885	\$3,337.42	JANUARY 2012	166	2,335	\$2,746.10
FEBRUARY	183	1,519	\$3,123.40	FEBRUARY 2012	107	1,704	\$1,674.50
MARCH	218	2,000	\$5,122.25	MARCH	142	1,680	\$1,539.70
COMPARISON TOTAL	1,742	17,418	\$30,048.42	COMPARISON TOTAL	1,408	16,882	\$20,059.33
				Difference	-334	-536	-\$9,989.09
2011				2012			
APRIL	132	1,657	\$2,784.76	APRIL			
MAY	153	1,681	\$2,984.40	MAY			
JUNE	159	1,634	\$2,697.00	JUNE			
YEAR TOTAL:	2,186	22,390	\$38,514.58	YEAR TOTAL:	1,408	16,882	\$20,059.33

Rev.080211

Note: Fees Collected column amounts do not include the \$875.00 per month received from the Town of Payson per contract.

CHECK AND CASH RECEIVED FOR MONTH				March	2012
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
3/1/2012	#748500	\$56.00	D0201200063	Bauman, Larry II	Christenson, Leah
3/1/2012	#11875	\$48.00	1200792	First Tennessee Bank (AZ Quick Serve)	New Millennial LC et al
3/5/2012	#748501	\$56.00	DO201200066	Salermo, Enzo	Shannon, Jamie
3/5/2012	#748502	\$46.00	2012CV175FD	Sexton, Paul	Riegle, Mayri
3/5/2012	#748503/3688-.25 cash	\$40.25	2012CV177UN	Davis, Benjamin	Parker, Steven & Angela
3/5/2012	#2257577102	\$84.00	2012CV14	Capital One Bank (Lawgistic)	Ruder, David & Jane Doe
3/5/2012	#2257577102	\$64.00	2012CV12	Capital One Bank (Lawgistic)	Costello, Kenneth & Jane Doe
3/5/2012	#2257577102	\$64.00	2012CV12	Capital One Bank (Lawgistic)	Costello, Kellie & J. Doe
3/5/2012	#2257577102	\$64.00	2012CV13	Capital One Bank (Lawgistic)	Rhodes, Rebecca & J. Doe
3/5/2012	#2257577102	\$64.00	2012CV16	Capital One Bank (Lawgistic)	Morgan, Shawn P. & Jane Doe
3/7/2012	#5784	\$40.00	CV2012-051308	Kroll, Johnathan & Sarah (DL Investigations)	Moultan, Brian D. & et al.
3/9/2012	#748504	\$40.00	2012CV187IH	Valenzuela, Fausto	Goseyun, Terrall Don
3/9/2012	#748505/14462019890	\$40.00	20120301J	Bond, Mary	Kimberly, William
3/9/2012	#748505/14462019890	\$40.00	20120302JJ	Bond, William	Kimberly, William
3/9/2012	#748506/7271	\$46.00	2012CV190FD	Baker, Diana (Katchina Doll Trailer Park)	Thurman, James
3/12/2012	#748507	\$66.00	2012CV195FD	Luckett, Lucien L.	Price, John T.
3/14/2012	#748508	\$40.00	W03514A120008	Gehring, Stephen J., Jones, Bobby, Jones, Lois	Hardcastle, Robert; Brooke Utilities Inc.
3/14/2012	#748509	\$40.00	2012CV200IH	Covey, John	Slater, John
3/14/2012	#748510	\$40.00	2012CV203IH	Tank, Angela	Donaldson, Daniel
3/15/2012	#38289	\$46.00	2012CV213	Coleman, Brookie (Williams, Zinman & Parham)	Johnson, Bruce & Yarbrough, Deirdre, John & Jane Does I-X
3/16/2012	#748511	\$46.00	2012CV215FD	Collins, Ed	Houston, Samantha
3/16/2012	#11895	\$80.00	121099K	Onewest Bank (AZ Quick Serve)	Mobley, Ronald & Susan
3/21/2012	#1184	\$56.00	FC2012091794	Munoz, Luis Antonio Jr. (WPAL, LLC)	Trujillo, Samantha
3/22/2012	#748512	\$40.00	CV201200070	Auto-Owners Insurance Company	Hatch, Dashney
3/26/2012	#748513	\$60.00	2012CV232IH	Drouin, Jacqueline	Hutton, Allan
3/27/2012	#748514	\$40.25	2012CV233OV	Shirley, Sharyl	Mattern, Thomas M. (High Desert Dentistry)
3/28/2012	#748515	\$40.00	2012CV231IH	Guerrero, Lisa (Kieffer, Michelle)	Guerrero, Dawn
3/28/2012	#748516	\$40.00	2012CV246SC	Ashmore, Richard	Vaughn, Gina Payson Athletic Club

[illegible]

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



Date: 4/6/2012

Page: 1

**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

3/1/2012 TO 3/31/2012

Number of Cases	Description
3	Civil Complaint (Fee)
5	Injunction Against Harassment (Fee Waived By Ct) (Fee)
9	Injunction Against Harassment (Fee)
1	Petition To Establish Child Custody, Parenting Time & Child Support (Fee)
1	Subpoena Duces Tecum (Fee)
3	Summons & Complaint (Fee)
2	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
6	Summons & Complaint-Forcible Detainer (Fee)
2	Summons & Petition To Establish Child Custody and Parenting Time (Fee)
2	Notice Of Hearing Prior To Injunction Against Harassment
2	Notice To Appear; Petition
11	Order Of Protection
68	Subpoena
2	Subpoena Trial Reset
4	Summons

Date: 4/6/2012

Page: 2

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

3/1/2012 TO 3/31/2012

Number of Cases	Description
21	Summons & Complaint
Total Number of Fee Services	32
Total Number of Non Fee Services	110
Total Number of Services	142

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



ITEMIZED SERVICES by DATE RECEIVED for TREASURER
3/1/2012 TO 3/31/2012

Date: 4/6/2012

Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/1/2012	3/2/2012	D0201200063 Summons & Petition To Establish Child Custody and Parenting Time	Larry R Bauman, II Leah Christenson	Leah Christenson 607 S. Oak Payson, AZ 85541	Leah Christenson 607 S. Oak Payson, AZ 85541	\$56.00 \$56.00	748500	Gila County Superior Court	0 3
3/1/2012	3/2/2012	12-00792 Summons & Complaint	First Tennessee Bank merger by First Horizon Home Loan Corp New Millennial, L.C. & et al	George W. Aucott 3300 E. Chuparose Circle Payson, AZ 85541	George W. Aucott 3000 E. Chuparose Circle Payson, AZ 85541	\$48.00 \$48.00	11875	County Court, Hillsborough County, Florida	0 1
3/5/2012	3/5/2012	2012CV175FD Summons & Complaint-Forcible Detainer	Paul Sexton Mayri Riegle & any & all occupants	Mayri Riegle & any & all occupants 9236 W. Stage Line #2 Payson, AZ 85541	Mayri Riegle 9236 W. Stage Line #2 Payson, AZ 85541	\$46.00 \$46.00	748502	Payson Regional Justice Court	0 6
3/5/2012	3/5/2012	DO201200066 Summons & Petition To Establish Child Custody and Parenting Time	Enzo Salerno Jamie Shannon	Jamie Shannon 308 E. Pima Lane Payson, AZ 85541	Jamie Shannon 308 E. Pima Lane Payson, AZ 85541	\$56.00 \$56.00	748502	Gila County Superior Court	0 2
3/5/2012	3/12/2012	2012CV177UN Civil Complaint	Benjamin R. Davis Steven & Angela Parker	Steven & Angela Parker 201 Evergreen Circle Payson, AZ 85541	Angela Parker Gila County Community Development Division 608 E. Highway 260 Payson, AZ 85541	\$40.25 \$40.25	748503	Payson Justice Court	0 6
3/7/2012	3/7/2012	CV2012-05130 Summons & Complaint; Certificate Of Compulsory Arbitration	Jonathan D. Kroll & Sarah J. Kroll, husband & wife Brian D. Moulton & Jane Doe Moulton & LLC's I-X John Does I-X; Black & White Ptrs. Corp.	Brian D. Moulton 303 S. Ash Street, Apt. 19 Payson, AZ 85541	Unserved	\$40.00 \$40.00	5784	Superior Court of Maricopa County	0 0
3/9/2012	3/9/2012	2012CV187IH Injunction Against Harassment	Fausto Valenzuela minor	minor c/o Tayden & Sophia Goseyun, parents 308 W. Frontier Street Payson, AZ 85541	Unserved	\$40.00 \$40.00	748504	Payson Regional Justice Court	0 0

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3/9/2012	3/9/2012	20120301	Mary Jacqueline Bond	William Dell Kimberly	William Dell Kimberly	\$40.00	748505/14462	Prescott Precint Justice Court	0
		Injunction Against Harassment	William Dell Kimberly	809 W. St. Moritz Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$40.00	019890		5
3/9/2012	3/9/2012	20120302J	William Bond	William Dell Kimberly	William Dell Kimberly	\$40.00	748505/14462	Prescott Precint Justice Court	0
		Injunction Against Harassment	William Dell Kimberly	809 W. St. Moritz Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$40.00	019890		5
3/9/2012	3/9/2012	2012CV191IH	Georg Reykowski, III	Garrett Lanyi	Garrett Lanyi	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Garrett Lanyi	908 W. Summit Payson, AZ 85541	301 S. Beeline Hwy Payson, AZ 85541	\$0.00			1
3/9/2012	3/12/2012	2012CV190FD	Diana L. Baker	James Thurman	James Thurman	\$46.00	748506/7271	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	James Thurman	1001 S. Goodfellow, #16 Payson, AZ 85541	200 E. State Hwy 260 Payson, AZ 85541	\$46.00			1
3/12/2012	3/12/2012	2012CV195FD	Lucien Linn Luckett	John T. Price	John T. Price	\$66.00	748507	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	John T. Price	113 Old Mountain Trail Tonto Creek Shores, AZ 85541	113 Old Mountain Trail Tonto Creek Shores, AZ 85541	\$66.00			1
3/14/2012	3/20/2012	W-03514A-120008	J. Stephen Gehring /Bobby Jones, Lois Jones, Private Citizens	Payson Water Co. Inc/Brooke Utilities Inc., Robert Hardcastle	David Edsil Allred	\$40.00	748508		0
		Subpoena Duces Tecum	Payson Water Co. Inc/Brooke Utilities Inc., Robert Hardcastle	1010 S. Stover Road Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$40.00			6
3/14/2012	3/14/2012	2012CV200IH	John Covey	John Mark (Marcos) Slater	John Mark (Marcos) Slater	\$40.00	748509	Payson Regional Justice Court	0
		Injunction Against Harassment	John Mark (Marcos) Slater	905 N. Beeline Highway, #4 Building A Payson, AZ 85541	905 N. Beeline Highway, #4 Building A Payson, AZ 85541	\$40.00			1
3/14/2012	3/14/2012	2012CV202IH	Larry Jordan-Stefanski	Sharlene Clark	Sharlene Clark	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Sharlene Clark	4989 German Ranch Road Strawberry, AZ 85544	4989 German Ranch Road Strawberry, AZ 85544	\$0.00			1
3/14/2012	3/14/2012	2012CV203IH	Angela Tank	Daniel Donaldson	Daniel Donaldson	\$40.00	748210	Payson Regional Justice Court	0
		Injunction Against Harassment	Daniel Donaldson	210 W. Frontier Street, (Backyard Trailer) Payson, AZ 85541	210 W. Frontier Street, (Backyard Trailer) Payson, AZ 85541	\$40.00			1
3/15/2012	3/16/2012	2012CV213	Brookie Coleman	Bruce Johnson/Deirdre Yarbrough & John & Jane Does I-X	Deirdre Yarbrough	\$46.00	38289	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Bruce Johnson/Deirdre Yarbrough & John & Jane Does I-X	216 N. Parkwood Road Payson, AZ 85541	303 N. Beeline Payson, AZ 85541	\$46.00			1
3/16/2012	3/16/2012	2012CV215FD	Edward James Collins	Samantha Houston	Samantha Houston	\$46.00	748511	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Samantha Houston	602 S. Highland Payson, AZ 85541	602 S. Highland Payson, AZ 85541	\$46.00			1

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3/19/2012	3/21/2012	12-1-099K	OneWest Bank, FSB	Susan H. Mobley	Unserved	\$48.00	11895	Circuit Court of the Third Judicial State of Hawai'i	0
		Summons & Complaint	Ronald W. Mobley et al	305 S. Genius Loci Payson, AZ 85541		\$48.00			1
3/19/2012	3/21/2012	12-1-099K	OneWest Bank, FSB	Ronald W. Mobley	Unserved	\$32.00	11895	Circuit Court of the Third Judicial State of Hawai'i	0
		Summons & Complaint	Ronald W. Mobley et al	305 S. Genius Loci Payson, AZ 85541		\$32.00			1
3/21/2012	3/23/2012	FC2012-091794	Luis Antonio Munoz, Jr.	Samantha Trujillo	Orlando Trujillo	\$56.00	1184	Superior Court of Maricopa County	0
		Petition To Establish Child Custody, Parenting Time & Child Support	Samantha Trujillo	713 N. Mazatzal Circle Payson, AZ 85541	713 N. Mazatzal Circle Payson, AZ 85541	\$56.00			1
3/22/2012	3/23/2012	CV201200070	Auto-Owners Insurance Company	Dashney Janelle Hatch	Dashney Janelle Hatch	\$40.00	748512	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Dashney J. Hatch & John Doe Hatch	125 S. Rainbow Drive Star Valley, AZ 85541	94 S. Rainbow Star Valley, AZ 85541	\$40.00			2
3/26/2012	3/26/2012	2012CV232IH	Jacqueline Drouin	Allan Hutton	Allan Hutton	\$60.00	748513	Payson Regional Justice Court	0
		Injunction Against Harassment	Allan Hutton	3959 Pine Ranches Circle Pine, AZ 85544	3959 Pine Ranches Circle Pine, AZ 85544	\$60.00			1
3/27/2012	3/28/2012	2012CV233OV	Sharyl Shirley	High Desert Dentistry, Thomas M. Mattern, D.D.S.	Jennifer Taylor, Office Mgr	\$40.25	748514	Payson Regional Justice Court	0
		Civil Complaint	High Desert Dentistry, Thomas M. Mattern, D.D.S.	409 W. Main Street Payson, AZ 85541	409 W. Main Street Payson, AZ 85541	\$40.25			1
3/28/2012	3/28/2012	2012CV246SC	Richard Ashmore	Regina Renee Vaughan	Regina Renee Vaughan	\$40.00	748516	Payson Justice Court	0
		Civil Complaint	Regina Renee Vaughan	400 E. Hwy 260 Ste F Payson, AZ 85541	400 E. Hwy 260 Ste F Payson, AZ 85541	\$40.00			1
3/28/2012	3/28/2012	2012CV231IH	Michelle Kieffer	Dawn Marie Guerrero	Dawn Marie Guerrero	\$40.00	748515	Payson Regional Justice Court	0
		Injunction Against Harassment	Dawn Marie Guerrero	1006 S. Westerly Payson, AZ 85541	900 S. Beeline Hwy Payson, AZ 85541	\$40.00			2
3/28/2012	3/28/2012	2012CV247IH	Manuel Amoguis	Larry Jordan-Stefanski	Larry Jordan-Stefanski	\$67.20	748517	Payson Regional Justice Court	0
		Injunction Against Harassment	Larry Jordan-Stefanski	4991 Old Spruce Drive, #4 Strawberry, AZ 85544	108 W Main Street Payson, AZ 85541	\$67.20			1
3/28/2012	3/28/2012	2012CV249IH	Larry Jordan-Stefanski	Manuel Amoguis	Manuel Amoguis	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Manuel Amoguis	9039 Pinon Lane Strawberry, AZ 85544	108 W. Main Street Payson, AZ 85541	\$0.00			3
3/28/2012	3/28/2012	2012CV250IH	Larry Jordan-Stefanski	Benjamin Ernest Pratt	Benjamin Ernest Pratt	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Benjamin Ernest Pratt	5949 Cedar Meadow Lane Pine, AZ 85544	4900 Old Spruce Strawberry, AZ 85544	\$0.00			1
3/28/2012		2012CV251IH	Lance Gullett	Josh Peck		\$40.00		Payson Regional Justice Court	0
		Injunction Against Harassment	Josh Peck			\$0.00			0

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3/30/2012	3/30/2012	2012CV253FD	Oak Park Partners Attn: Jerold L. Miles	Mona Lisa Carpenter	Mona Lisa Carpenter	\$46.00	748518	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Mona Lisa Carpenter	1304 N. Beeline Highway, #54 Payson, AZ 85541	1304 N. Beeline Highway, #54 Payson, AZ 85541	\$46.00			1
3/30/2012	3/31/2012	2012CV254IH	Stephanie Dunlap	Theo McKinnion	Theo McKinnion	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Theo McKinnion	395 S. Old Meadow Lane Gisela, AZ 85541	395 S. Old Meadow Lane Gisela, AZ 85541	\$0.00			1

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



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3/1/2012	3/2/2012	JV2012-23; Petition 2012-1	State of Arizona	minor	Michelle Maupin	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	c/o Michelle Maupin, mother 839 W. Payson Pkwy Payson, AZ 85541	Town of Payson 303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/1/2012	3/2/2012	2011CR12403	State of Arizona	Payson Police Department, Ofc. L. Ortiz	Payson Police Department, Ofc. L. Ortiz	\$0.00		Payson Magistrate Court	0
		Subpoena	Rusty Lee Brooner	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/1/2012	3/2/2012	2012CR12056	State of Arizona	PPD, Officer McDonough	PPD, Officer McDonough	\$0.00		Payson Magistrate Court	0
		Subpoena	Rusty Lee Brooner	303 N Beeline Highway Payson, AZ 85541	303 N Beeline Highway Payson, AZ 85541	\$0.00			1
3/1/2012	3/2/2012	2011CR12481	State of Arizona	Payson Police Department, Ofc. J. Slaughter	Payson Police Department, Ofc. J. Slaughter	\$0.00		Payson Magistrate Court	0
		Subpoena	Chad Michael Torgerson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/1/2012	3/2/2012	2011CR12481	State of Arizona	Payson Police Department, Sgt. Ofc. J. Varga	Payson Police Department, Sgt. Ofc. J. Varga	\$0.00		Payson Magistrate Court	0
		Subpoena	Chad Michael Torgerson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/1/2012	3/3/2012	2012TR570	State of Arizona	Ross Lee Tucker	Barbara Wheeler	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Ross Lee Tucker	1401 E. Christopher Crk Loop #1 Payson, AZ 85541	1401 E. Christopher Crk Loop #1 Payson, AZ 85541	\$0.00			1
3/1/2012	3/3/2012	2012CR12056	State of Arizona	Carla Tilden	Carla Tilden	\$0.00		Payson Magistrate Court	0
		Subpoena	Rusty Lee Brooner	209 S. Ponderosa #28 Payson, AZ 85541	209 S. Ponderosa #28 Payson, AZ 85541	\$0.00			2
3/1/2012	3/2/2012	2011CR12403	State of Arizona	Debra Ann Turner	Debra Ann Turner	\$0.00		Payson Magistrate Court	0
		Subpoena	Rusty Lee Brooner	211 S. Ponderosa Street, #22 Payson, AZ 85541	211 S. Ponderosa Street, #22 Payson, AZ 85541	\$0.00			1
3/1/2012	3/2/2012	2011CR12481	State of Arizona	Louis Edward Mendibles, Sr.	Louis Edward Mendibles, Sr.	\$0.00		Payson Magistrate Court	0
		Subpoena	Chad Michael Torgerson	1506 E. Cedar Lane Payson, AZ 85541	1506 E. Cedar Lane Payson, AZ 85541	\$0.00			1
3/5/2012	3/12/2012	2012CR018	State of Arizona	Iris Alexandra Gonzalez-Felix	Iris Alexandra Gonzalez-Felix	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jeri Lou Morris	151 S. Moonlight Drive, #2 Star Valley, Az 85541	3560 E. Hwy 260 #18 Star Valley, AZ 85544	\$0.00			6

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3/5/2012	3/5/2012	2012CR018	State of Arizona	GCSO, Jacob Delecki	GCSO, Jacob Delecki	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jeri Lou Morris	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1
3/5/2012	3/5/2012	2012CR018	State of Arizona	GCSO, Deputy M. Havey	GCSO, Deputy M. Havey	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jeri Lou Morris	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/6/2012	3/7/2012	2011-079	State of Arizona	Gila County Probation Dept., Erika Pisano	Gila County Probation Department Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Cynder Coleen Martin	108 W. Main Street Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	\$0.00			1
3/6/2012	3/7/2012	2011-410	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Kylan Lee Rubio	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/6/2012	3/7/2012	2011-410	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Kylan Lee Rubio	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/6/2012	3/6/2012	2012CV180OP	Jennifer Michael	Patrick Neil Mathews	Patrick Neil Mathews	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Patrick Neil Mathews	511 N. Woodhill Road Payson, AZ 85541	511 N. Woodhill Road Payson, AZ 85541	\$0.00			1
3/7/2012	3/9/2012	2012CR12033	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/7/2012	3/9/2012	2012CR12033	State of Arizona	Payson Police Department, Ofc. J. Slaughter	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/7/2012	3/9/2012	2012CR12033	State of Arizona	Christina Dawn Chastain-Baltz	Christina Dawn Chastain-Baltz	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	300 W. Bonita Street #17 Payson, AZ 85541	300 W. Bonita Street #17 Payson, AZ 85541	\$0.00			1
3/7/2012	3/9/2012	2012CR12033	State of Arizona	David Toby Allen	David Toby Allen	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	300 W. Bonita Street #22 Payson, AZ 85541	300 W. Bonita Street #22 Payson, AZ 85541	\$0.00			1
3/7/2012	3/9/2012	2012CR12033	State of Arizona	Michael Gene Rutschman	Michael Gene Rutschman	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	300 W. Bonita Street, #24 Payson, AZ 85541	300 W. Bonita Street, #24 Payson, AZ 85541	\$0.00			1
3/7/2012	3/19/2012	CR2012-00061	State of Arizona	Timothy Joseph Walker	Unserved	\$0.00		Superior Court Gila County	0
		Summons	Timothy Joseph Walker	606 S. McLane Road Payson, AZ 85541		\$0.00			4
3/9/2012	3/9/2012	2012CV125IH	Shauna Stevenson	LaRita Ryan	Unserved	\$0.00		Payson Regional Justice Court	0
		Notice Of Hearing Prior To Injunction Against Harassment	LaRita Ryan	8118 Nash Trl Strawberry, AZ 85544		\$0.00			1

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3/9/2012	3/9/2012	2012CV126IH	Shauna Stevenson	Chuck Ryan	Unserved	\$0.00		Payson Regional Justice Court	0
		Notice Of Hearing Prior To Injunction Against Harassment	Chuck Ryan	8118 Nash Trl Strawberry, AZ 85544		\$0.00			1
3/9/2012	3/9/2012	2012CV192OP	Janetta Broadhead	Bobby Bruce Brem, III	Unserved	\$16.00		Payson Regional Justice Court	0
		Order Of Protection	Bobby Bruce Brem, III	505 N. Granite Drive Payson, AZ 85541		\$0.00			1
3/9/2012	3/9/2012	2012CV193OP	Barbara Jean Trowbridge	Cary Monroe Lynn	Cary Monroe Lynn	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Cary Monroe Lynn	118 W. Aero Drive, Apt. 5 Payson, AZ 85541	118 W. Aero Drive, Apt. 5 Payson, AZ 85541	\$0.00			1
3/12/2012	3/12/2012	2012CV196OP	Robin Robinette	Brittany Robinette	Brittany Robinette	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Brittany Robinette	6401 S. Randall Place Pine, AZ 85544	6401 S. Randall Place Pine, AZ 85544	\$0.00			1
3/12/2012	3/14/2012	JV2004-031	State of Arizona	Payson Police Department, Detective M. Van Camp	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	James Trenton Price, minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/12/2012	3/14/2012	JV2004-031	State of Arizona	Payson Police Department, Chief Don Engler	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/12/2012	3/14/2012	JV2004-031	State of Arizona	Tiffany McDaniel	Tiffany McDaniel	\$0.00		Superior Court Gila County	0
		Subpoena	James Trenton Price, minor	703 S. Ridgeway Lane Payson, AZ 85541	906 Park Drive Payson, AZ 85541	\$0.00			1
3/12/2012	3/14/2012	JV2004-031	State of Arizona	Hunter McDaniel	Tiffany McDaniel	\$0.00		Superior Court Gila County	0
		Subpoena	James Trenton Price, minor	703 S. Ridgeway Lane Payson, AZ 85541	906 Park Drive Payson, AZ 85541	\$0.00			1
3/13/2012	3/14/2012	FC2010-050019	Kelli Hykes	Jason Gertchen	Jason Gertchen	\$0.00		Trail Courts of Arizona Maricopa County	0
		Order Of Protection	Jason Gertchen	160 E. Hwy 260 Payson, AZ 85541	207 S. Arroyo Payson, AZ 85541	\$0.00			2
3/13/2012	3/14/2012	2011CR12512	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Christopher Lee Palmer	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/13/2012	3/14/2012	2011CR12512	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Christopher Lee Palmer	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/13/2012	3/14/2012	2011CR12512	State of Arizona	Christopher David Wells	Christopher David Wells	\$0.00		Payson Magistrate Court	0
		Subpoena	Christopher Lee Palmer	102 N. Lakeshore Road Payson, AZ 85541	102 N. Lakeshore Road Payson, AZ 85541	\$0.00			1
3/14/2012	3/14/2012	2012CV201OP	Eddie Johnson	Betty Sue Hughes	Betty Sue Hughes	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Betty Sue Hughes	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

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3/14/2012	3/14/2012	CV20110082	Magdolna Gabriella Torok	Tamas P. Torok	Tamas P. Torok	\$0.00		Fountain Hills Municipal Court	0
		Order Of Protection	Tamas P. Torok	972 Deer Creek Way Payson, AZ 85541	377 Deer Creek Payson, AZ 85541	\$0.00			1
3/14/2012	3/16/2012	2012TR000297	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Robert Zenisek	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/14/2012	3/16/2012	2012TR000490	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Leonard Davinci	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/14/2012	3/16/2012	2012TR000061	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Jack Hallam	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/14/2012	3/16/2012	2012TR000497	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Jeffery Daniels	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/14/2012	3/16/2012	2012TR000494	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Terri Lyn Legassie	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/14/2012	3/16/2012	2012TR012035	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena Trial Reset	Mark Susan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/14/2012	3/16/2012	2011CR12472	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Warren Edward Chester	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/14/2012	3/16/2012	2011CR12472	State of Arizona	Laci Danielle Franks	Laci Danielle Franks	\$0.00		Payson Magistrate Court	0
		Subpoena	Warren Edward Chester	307 E. Bonita, Unit A Payson, AZ 85541	190 Cornerstone Way #26 Star Valley, AZ 85541	\$0.00			3
3/14/2012	3/16/2012	2011CR12472	State of Arizona	Beth A. Brooks	Beth A. Brooks	\$0.00		Payson Magistrate Court	0
		Subpoena	Warren Edward Chester	122 Asher Blvd Tonto Basin, AZ 85553	122 Asher Blvd Tonto Basin, AZ 85553	\$0.00			1
3/16/2012	3/16/2012	2011-284	State of Arizona	Payson Regional Medical Center c/o Custodian of Records	Danielle Everetts	\$0.00		Superior Court Gila County	0
		Subpoena	David Lance Alley, Jr.	807 S. Ponderosa Payson, AZ 85541	807 S. Ponderosa Street Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011TR3080	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO, Deputy L. Kerszykowski	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Joseph Alexander	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011TR3080	State of Arizona	GCSO, Sgt. Craig Smith	GCSO, Sgt. Craig Smith	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Joseph Alexander	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/16/2012	3/16/2012	2011CR428	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO, Deputy L. Kerszykowski	\$0.00		Payson Regional Justice Court	0
		Subpoena	Kenneth Edward Dillman, III	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011284	State of Arizona	GCSO, Det. G. Ratliff	GCSO, Det. G. Ratliff	\$0.00		Superior Court Gila County	0
		Subpoena	David Lance Alley, Jr.	GCSO, 108 W. Main Street Payson, AZ 85541	GCSO, 108 W. Main Street Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011284	State of Arizona	GCSO, Deputy R. Vaughn	GCSO, Deputy R. Vaughn	\$0.00		Superior Court Gila County	0
		Subpoena	David Lance Alley, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011284	State of Arizona	GCSO, Deputy M. Havey	GCSO, Deputy M. Havey	\$0.00		Superior Court Gila County	0
		Subpoena	David Lance Alley, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011284	State of Arizona	GCSO, Dep. Rodney Cronk	GCSO, Dep. Rodney Cronk	\$0.00		Superior Court Gila County	0
		Subpoena	David Lance Alley, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011284	State of Arizona	Gila County Probation Department, David Jones	Gila County Probation Department Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	David Lance Alley, Jr.	714 S. Beeline Highway Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011CR428	State of Arizona	Department of Public Safety, Ofc. T. Harold	Department of Public Safety (DPS)	\$0.00		Payson Regional Justice Court	0
		Subpoena	Kenneth Edward Dillman, III	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	400 W. Longhorn Road Payson, AZ 85541	\$0.00			1
3/16/2012	3/16/2012	2011TR3301	State of Arizona	GCSO, Deputy L. Johnson	GCSO, Deputy L. Johnson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Brittany Renee Fierros-Craytor	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/19/2012	3/23/2012	2012CV216OP	Amber Cundiff	Charles Wayne McLellan	Charles Wayne McLellan	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Charles Wayne McLellan	190 Cornerstone Way #26 Star Valley, AZ 85541	190 Cornerstone Way #26 Star Valley, AZ 85541	\$0.00			9
3/19/2012	3/21/2012	M751-CR-2012006351	Vicky Jo Cleary	Tony Allen Yeary	Unserved	\$0.00		Scottsdale City Court, Maricopa County	0
		Order Of Protection	Tony Allen Yeary	1401 N. Woodland Drive, #B Payson, AZ 85541		\$0.00			3
3/20/2012	3/21/2012	2012TR012044	State of Arizona	Payson Police Department, Chief Don Engler	Payson Police Department, Chief Don Engler	\$0.00		Payson Magistrate Court	0
		Subpoena	Terry P. Leifling	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/20/2012	3/21/2012	2012TR000733	State of Arizona	Department of Public Safety, Ofc. Montgomery	Department of Public Safety, Ofc. Montgomery	\$0.00		Payson Regional Justice Court	0
		Subpoena	Bequer Montenegro	Department of Public Safety Payson, AZ 85541	Department of Public Safety Payson, AZ 85541	\$0.00			1
3/21/2012	3/21/2012	2011TR2894	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO, Deputy L. Kerszykowski	\$0.00		Globe Justice Court	0
		Subpoena	Dennis Leroy Stoyer	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/22/2012	3/23/2012	CR2012-107 Summons	State of Arizona James H. Brown, IV	James H. Brown, IV 3588 S. Forest Service Road 184 Rye, AZ 85541	Unserved	\$0.00 \$0.00		Superior Court Gila County	0 3
3/22/2012	3/23/2012	CR2012-115 Summons	State of Arizona Heidi Anne Hull	Heidi Anne Hull 202 E. Aero Drive Payson, AZ 85541	Heidi Anne Hull 400 E. Evergreen Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 4
3/22/2012	3/23/2012	2010-443 Subpoena	State of Arizona Bonnie Lynn Huffman aka Bonnie Lynn McCraney	Payson Police Department, Sgt. Jason Hazelo 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
3/23/2012	3/27/2012	2012CR000117 Summons	State of Arizona Wayne McCandless	Wayne McCandless 278 Springdale Star Valley, AZ 85541	Unserved	\$0.00 \$0.00		Payson Justice Court	0 3
3/23/2012	3/23/2012	2012TR012076 Subpoena	State of Arizona Farley Anderson	Payson Police Department, Ofc. B. Hoffman 303 N. Beeline Highway Payson, AZ 85541	PPD Clipboard 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
3/23/2012	3/23/2012	2012TR015008 Subpoena	State of Arizona Wayne VanHorn	GCSO, Deputy R. Vaughn 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Star Valley Magistrate Court	0 1
3/26/2012	3/26/2012	2012CV217OP Order Of Protection	Ricky Paul Hamer Guerrero Dawn Marie Guerrero	Dawn Marie Guerrero 1006 S. Westerty Payson, AZ 85541	Dawn Marie Guerrero 714 S. Beeline Hwy Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
3/26/2012	3/26/2012	2003-552 Subpoena	State of Arizona Jennifer Lynn Turner	Gila County Probation Department, David Jones 714 S. Beeline Highway Payson, AZ 85541	Gila County Probation Department Clipboard 714 S Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
3/26/2012	3/26/2012	2003-552 Subpoena	State of Arizona Jennifer Lynn Turner	GCSO, Deputy T. Nudson 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 1
3/27/2012	3/28/2012	2012TR12019 Summons & Complaint	State of Arizona Shannon Sandretto	Shannon Sandretto 814 N. Holly Circle Payson, AZ 85541	Shannon Sandretto 814 N. Holly Circle Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
3/27/2012	4/2/2012	2012TC12023 Summons & Complaint	State of Arizona Autum Mayline Nichols	Autum Mayline Nichols 620 N. Ponderosa Circle #3 Payson, AZ 85541	Unserved	\$0.00 \$0.00		Payson Magistrate Court	0 6
3/27/2012	4/2/2012	2012TC12017 Summons & Complaint	State of Arizona Jo Ann B. Croff	Jo Ann B. Croff 109 E. McKamey Payson, AZ 85541	Jo Ann B. Croff 109 E. McKamey Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
3/27/2012	4/4/2012	2012TC12024 Summons & Complaint	State of Arizona Kalee J. Perry	Kalee J. Perry 1001 S. Goodfellow Rd, #12 Payson, AZ 85541	Unserved	\$0.00 \$0.00		Payson Magistrate Court	0 4

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/27/2012	3/28/2012	2012CR12112	State of Arizona	Victor Nazrith Cotto, Jr.	Victor Nazrith Cotto, Jr.	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Victor Nazrith Cotto, Jr.	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	\$0.00			1
3/27/2012	4/2/2012	2012TC12018	State of Arizona	Robert Picking	Robert Picking	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Robert Picking	207 W. Pecan Street Payson, AZ 85541	207 W. Pecan Street Payson, AZ 85541	\$0.00			3
3/27/2012	3/30/2012	2012CR128	State of Arizona	Tania Winkle-Cranford	Tania Winkle-Cranford	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Tania Winkle-Cranford	400 B Dealers Choice Road Star Valley, AZ 85541	400 B Dealers Choice Road Star Valley, AZ 85541	\$0.00			1
3/27/2012	3/30/2012	2012CR127	State of Arizona	Michael Chip McCollum	Michael Chip McCollum	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Michael Chip McCollum	758 Tonto Creek Shores Payson, AZ 85541	758 Tonto Creek Shores Payson, AZ 85541	\$0.00			1
3/27/2012	3/29/2012	2012CR118	State of Arizona	Jeffrey Scott Nielsen	Unserved	\$0.00		Payson Justice Court	0
		Summons & Complaint	Jeffrey Scott Nielsen	102 W. Forest Drive Payson, AZ 85541		\$0.00			3
3/27/2012		2012CR12107	State of Arizona	Clint Charles Sparks		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Clint Charles Sparks	3655 E. Hwy 260, #22 Star Valley, AZ 85541		\$0.00			0
3/27/2012	3/28/2012	2012TR12160	State of Arizona	Charles Robert Fontinel	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Charles Robert Fontinel	2005 N. Fredanovich Circle Payson, AZ 85541		\$0.00			2
3/27/2012	3/30/2012	2012TR838	State of Arizona	Fremont (Monte) McCoy Robertson	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Fremont (Monte) McCoy Robertson	200 Old State Route 188 Space 20 Tonto Basin, AZ 85553		\$0.00			1
3/27/2012	3/30/2012	2012CR121	State of Arizona	Ry Edward Battle	Ry Edward Battle	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Ry Edward Battle	403 Cottonwood Lane Gisela, AZ 85541	403 Cottonwood Lane Gisela, AZ 85541	\$0.00			1
3/27/2012	3/28/2012	2012CR124	State of Arizona	Ryan Jacob Brown	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Ryan Jacob Brown	710 W. Saddle Lane Payson, AZ 85541		\$0.00			2
3/27/2012	3/27/2012	2012CR12110	State of Arizona	Garrett Lanyi	Garrett Lanyi	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Garrett Lanyi	908 W. Summit Payson, AZ 85541	301 S. Beeline Hwy Payson, AZ 85541	\$0.00			1
3/27/2012	3/29/2012	2012CR12111	State of Arizona	Steven Dewayne Nard	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Steven Dewayne Nard	909 W. Granada Way Payson, AZ 85541		\$0.00			3
3/27/2012	4/2/2012	2012TR12162	State of Arizona	Brent Steven Beckham	Jodie D. Beckham	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Brent Steven Beckham	2700 W. Bulla Payson, AZ 85541	2700 W. Bulla Payson, AZ 85541	\$0.00			2
3/27/2012	3/29/2012	2012TC12020	State of Arizona	Wendy Rae Gladden-Teague	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Wendy Rae Gladden-Teague	209 E. Zurich, #2 Payson, AZ 85541		\$0.00			4

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3/27/2012	3/29/2012	2012TC12021	State of Arizona	Wendy Rae Gladden-Teague	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Wendy Rae Gladden-Teague	209 E. Zurich, #2 Payson, AZ 85541		\$0.00			4
3/27/2012	3/29/2012	2012TC012022	State of Arizona	Wendy Rae Gladden-Teague	Unserved	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Wendy Rae Gladden-Teague	209 E. Zurich, #2 Payson, AZ 85541		\$0.00			4
3/29/2012	4/2/2012	JV2012-31; Petition 2012-1	State of Arizona	minor c/o Dennis Wood, father	Jenelle Wood	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	83 Sidewinder Trail Star Valley, AZ 85541	83 Sidewinder Trail Payson, AZ 85541	\$0.00			3
3/29/2012	4/2/2012	2011CR602	State of Arizona	Robert Petite	Robert Petite	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle T. Petite	892 Tonto Creek Drive Payson, AZ 85541	892 Tonto Creek Drive Payson, AZ 85541	\$0.00			2
3/29/2012	4/2/2012	2011CR602	State of Arizona	Esther Petite	Esther Petite	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle T. Petite	892 S. Tonto Creek Drive Tonto Creek Shores, AZ 85541	892 S. Tonto Creek Drive Tonto Creek Shores, AZ 85541	\$0.00			2
3/29/2012	3/30/2012	2011CR602	State of Arizona	GCSO, Deputy M. Havey	GCSO, Deputy M. Havey	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle T. Petite	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/29/2012	3/30/2012	2011CR433	State of Arizona	GCSO, Deputy C. Maxwell	GCSO, Deputy C. Maxwell	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Harrington	GCSO, 108 W. Main Street Payson, AZ 85541	GCSO, 108 W. Main Street Payson, AZ 85541	\$0.00			1
3/29/2012	3/30/2012	2012CR072	State of Arizona	GCSO, Deputy G. Links	GCSO, Deputy G. Links	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael J. Mitchell	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/29/2012	3/30/2012	2012CR023	State of Arizona	GCSO, Deputy L. Johnson	GCSO, Deputy L. Johnson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Wayne Bourgeois	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/29/2012	3/30/2012	2012CR072	State of Arizona	James Edward Polk	James Edward Polk	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michael J. Mitchell	268 E. Stephens Way Tonto Basin, AZ 85553	268 E. Stephens Way Tonto Basin, AZ 85553	\$0.00			1
3/29/2012	4/2/2012	2012CR12033	State of Arizona	David Toby Allen	David Toby Allen	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	300 W. Bonita Street #22 Payson, AZ 85541	300 W. Bonita Street #22 Payson, AZ 85541	\$0.00			1
3/29/2012	4/2/2012	2012CR12033	State of Arizona	Michael Gene Rutschman	Michael Gene Rutschman	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	300 W. Bonita Street, #24 Payson, AZ 85541	300 W. Bonita Street, #24 Payson, AZ 85541	\$0.00			1
3/29/2012	4/2/2012	2012CR12033	State of Arizona	Christina Dawn Chastain-Baltz	Christina Dawn Chastain-Baltz	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	300 W. Bonita Street #17 Payson, AZ 85541	300 W. Bonita Street #17 Payson, AZ 85541	\$0.00			1
3/29/2012	3/30/2012	2012TR000645	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Merlin Fields	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
3/29/2012	3/30/2012	2012TR000754	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Bruce Heffner	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/29/2012	4/2/2012	2012CR12033	State of Arizona	Payson Police Department, Ofc. J. Slaughter	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/29/2012	3/9/2012	2012CR12033	State of Arizona	Payson Police Department, Ofc. J. Meredith	Payson Police Department Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Pamela Jean Hays	303 N. Beeline Highway Payson, AZ 85541	303 N Beeline Hwy Payson, AZ 85541	\$0.00			1
3/30/2012	3/30/2012	2011-284	State of Arizona	GCSO, Dep. Rodney Cronk	GCSO Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	David Lance Alley, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
3/30/2012	4/2/2012	2011-410	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Kylan Lee Rubio	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/30/2012	4/2/2012	2011-410	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Kylan Lee Rubio	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
3/30/2012	3/31/2012	2012CV255op	Stephanie Dunlap	Steven Martin-Svoboda	Steven Martin-Svoboda	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Steven Martin-Svoboda	395 S. Old Meadow Lane Gisela, AZ 85541	395 S. Old Meadow Lane Gisela, AZ 85541	\$0.00			1

MILEAGE FOR THE MONTH March 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
3/1			84	
3/2	40			
3/5	32		95	
3/6	38			
3/7			47	
3/8	32		175	
3/9	30		106	
3/12			114	
3/14			59	
3/15	44			
3/16	62		99	
3/19			50	
3/20	49			
3/21	34		39	
3/22	35			
3/23			92	
3/26	40		25	
3/27	32			
3/28	41		85	
3/29	34			
3/30	35		116	
DAYS	578		1102	

**Total Miles Driven By
The Constable's Office**

1680

Month 2012

DATE 4/6/12

DATE _____

DEPOSIT TO FUND Gila County Treasurer

FUND #REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Service Fees Collected For the month of March 2012

[illegible]

Authorized Signature

Title P.R.C.O. # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By

Date _____

TREASURER

98335

108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2289

91-527/1221 6128
0703880454

DATE 4/6/22

PAY TO THE ORDER OF Gila County Treasurer

\$ 1539⁷⁰

One thousand five hundred thirty-Nine & ⁷⁰/₁₀₀'s

DOLLARS



Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service Fees Collected For month

⑈0000002289⑈ ⑈122105278⑈ 0703680454⑈

ARF-1232

3- J

Regular BOS Meeting

Meeting Date: 05/01/2012

Reporting Period: April 17, 2012, BOS Meeting Minutes

Submitted For: Marilyn Brewer, Deputy Clerk, BOS

Submitted By: Marian Sheppard,
Chief Deputy Clerk, BOS,
Clerk of the Board of Supervisors

Information

Subject

April 17, 2012, BOS Meeting Minutes

Suggested Motion

Approval of the April 17, 2012, BOS meeting minutes.

Attachments

BOS 04-17-11 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: April 17, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Pam Fisher led the Pledge of Allegiance and Reverend Joe Hittle of the Calvary Chapel in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Public recognition of 5 employees for March's "Spotlight on Employees" Program, as follows: Paula Horn, Malinda Benedetto, Mark Gann, JoNelle Greenwalt and Ginger Horta. (Erica Raymond)

Erica Raymond, Human Resources Assistant, presented gift cards as recognition awards to 3 employees for March's "Spotlight on Employees" Program as follows: Paula Horn, Malinda Benedetto and Mark Gann. JoNelle Greenwalt and Ginger Horta were also scheduled to receive awards, but will be rescheduled for next month as they were unable to attend today's meeting. Each Board member thanked the employees for their dedicated work.

2B. Presentation of the 2011 financial audit findings by Dennis Osuch, partner of CliftonLarsonAllen.

Joseph Heatherly, Finance Director, thanked the many employees in the various departments throughout the County who helped prepare the information for the 2011 financial audit. He noted that the Board had received copies of all of the audit reports for review. He stated that there were 22

findings for the 2011 audit and 5 of those were a carryover from the previous audit; however, many of the findings have already been corrected during the past year. He advised that the 2012 audit will probably be completed by December. He then introduced Dennis Osuch, partner of CliftonLarsonAllen, who reviewed the 2011 financial audit findings with the Board. Mr. Osuch began with the Single Audit Report in which many of the findings were a carryover from last year and he noted that because of the starting date of the audit review, it would have been impossible for the Finance Department to have corrected those issues before the audit was completed. He advised that of all the programs reviewed, the auditors issued an unqualified opinion, which means that they were able to give a clean opinion that the records were in compliance with the federal programs. However, 2 of the programs were issued a qualified opinion, meaning that they weren't necessarily in compliance or the auditors were not provided with enough information in order to provide an opinion and both related to contracts that the County had with the Arizona Department of Transportation. In the Single Audit Report, there were 2 types of audit reports; one is on the government auditing standards and the other one is the O & B Circular Report, which showed each issue as either a material weakness (a weakness in internal controls that largely relates to financial reporting) that could result in non-compliance or a lessor significant deficiency. Mr. Osuch then moved on to review the Annual Financial Report noting that for the 2011 year, all governments were required to adopt the Governmental Accounting Standards Board (GASB) 54, which is a new fund balance reporting model so that the fund balances in the financial statement are reported differently for purposes of transparency. He explained how this GASB 54 requirement changed the reporting procedures for some special revenue funds. He also noted that another specific change was that the Gila County Landfill Fund was removed from the General Fund and is now being reported as an Enterprise Fund, which will give the County a better picture of the operations of the landfill. Mr. Osuch stated that from past conversations with the Board, there had been a concern about really understanding what the landfill closure and closure liability was and what amount of assets were set aside to repay that and by presenting it as an Enterprise Fund, it very clearly now shows the financial position of the landfill. He stated that the landfill's current liability is approximately \$4.4 million set aside to pay for the landfill closure and post-closure care costs with a current liability of \$2.7 million, leaving \$1.7 million in funds that are invested in excess of the current liability. The liability will continue to grow until the County reaches the landfill closure and post-closure and a note was included in the Financial Statement disclosing the estimated total cost. He stated that currently the County is well ahead of that current liability. He also mentioned the HURF (Highway Users Revenue Fund) Report, which is compliance related to those funds. Mr. Osuch also noted that a letter was issued to management with some items that the auditors didn't feel merited the attention of the Board; however, they felt there were some areas that could bring some improvement to the Finance Department. In conclusion, Mr. Osuch recommended that the County put in place a Financial Audit Committee to help in the oversight of the financial reporting process for

external reporting purposes. It would provide an opportunity to have some oversight related to the audit without all of management being involved in it to have some type of segregation there so that prior to the auditors issuing any type of report, the Financial Audit Committee could go through the audit reports, make inquiries and address any type of issues to discuss some of the key areas of concern other than what management might have as well as new issues that may have come up or other County concerns. He advised that the auditing firm has one more report to issue, the Annual Expenditure Limitation Report, which should be completed today and issued within the next week or two. Mr. Osuch thanked Mr. Heatherly and staff and each of the departments for their cooperation in getting the information out in a timely manner in order for the audits to be completed. Vice-Chairman Dawson stated that in regard to the current funds accrued to date of \$1.7 million for the landfill that are in excess of the current liability, if the County is looking at a deficit next year for its overall budget, she inquired whether the County would have to contribute additional funds annually to the landfill account since it is ahead of the amount required. Mr. Osuch stated that the County should continue to contribute to the Landfill Fund annually, particularly since there are plans for expansion of the landfill within the next 2-3 years, which will incur some additional expenses so that post-closure costs will increase once the expansion occurs. He also explained that the County had been using a line of credit to maintain that required amount of money in the landfill closure and post-closure account and just this past year, the County was actually able to eliminate that line of credit and still maintain the required amount. He explained that if the General Fund were to take a hit, the Landfill Fund would not really assist the County by not contributing to the post-closure care costs. Supervisor Pastor added that the Landfill Fund generates its own revenue and those funds are restricted and may only be utilized for landfill maintenance whether it's expansion, modification or closure. Chairman Martin stated that to her separating the Landfill Fund showing those excess funds from the General Fund is proof of fine management at the landfill and having the ability to take care of future needs. Vice-Chairman Dawson also inquired about the recommended Financial Audit Committee and if other counties have a committee of this type. Mr. Osuch replied that some counties have this type of committee and others don't. He stated that his firm's recommendation is that the best practices would say to have a Financial Audit Committee so there's another level besides management to go to during the audit and prior to the audit. He recommended that the Financial Audit Committee consist of the following: 1 or 2 people from the Board of Supervisors, 1 management person, and an outside person, and most of those people should have some type of accounting or financial background so they would know the right questions to ask or know the right information or direction to give to the audit firm. Each Board member commented that pursuing the formation of a Financial Audit Committee was a good idea and that perhaps management could provide assistance in setting up same. Each Board member thanked Mr. Osuch and his staff for the audit presentation. **(A copy of the audit is available on the Gila County website, Finance Department section.)**

Item 3 – PUBLIC HEARINGS:

3A. Public Hearing - Information/Discussion/Action to approve Order No. LL-12-03, a liquor license application submitted by Karen Spaulding for a new Series 12 restaurant license at the Bar Eleven Ranch and Grill located in the Lake Roosevelt area.

Marian Sheppard, Chief Deputy Clerk, stated that this is a liquor license application for a new restaurant license for the Bar Eleven Ranch and Grill, which is located at 808 W. A-Cross Road in the Roosevelt Lake area. She advised that the County has an internal review process whereby the Health Department and the Building Permitting Department go out to the establishment to review and see that the applicant is also meeting health permitting requirements as well as building permitting. Both of the departments recommended the Board's approval as did Ms. Sheppard as she has not received any written comments opposed to this application. Chairman Martin opened the public hearing and called for comments from the public; none were received. She closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Order No. LL-12-03, a liquor license application submitted by Karen Spaulding for a new Series 12 restaurant license at the Bar Eleven Ranch and Grill located in the Lake Roosevelt area.

Item 4 - REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to adopt Proclamation 12-03 proclaiming the week of April 22-28, 2012, as National Crime Victims' Rights Week in Gila County.

Liz Fetterman, Victim Witness Advocate for Gila County, introduced her assistant, Brenda Van Haren. She stated that April 22-28, 2012, begins National Crime Victims' Rights Week, a time to honor crime victims in our nation's progress in advancing their rights. This year's theme is "Extending the Vision, Reaching Every Victim" and celebrates the vision behind that progress and the ideal of serving all victims of crime, a vision that began 30 years ago. Ms. Fetterman provided some background information on how the vision began and now with 10,000 victim service agencies, every state has enacted victims' rights laws and 32 states have constitutional victims' rights amendments with all states having crime victims' compensation funds. She provided additional details on the still greater need to reach those victims that go unreported and do not receive the needed services. Ms. Fetterman then requested that Ms. Van Haren read aloud the Proclamation. Each Board member thanked Ms. Fetterman and staff for their work in assisting these victims. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously adopted Proclamation 12-03 proclaiming the week of April 22-28, 2012, as National Crime Victims' Rights Week in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

4B. Information/Discussion/Action to adopt Proclamation No. 12-04 proclaiming April 22-28, 2012, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to make a good investment in early childhood in Gila County, Arizona.

Ann Tolman, Vice-Chairman of the Gila Regional Partnership Council, introduced Latoya Beatty, Regional Director for the San Carlos Apache Tribe Regional Council. Ms. Tolman stated that the Gila Regional Partnership Council of First Things First has joined with the schools in the Head Start Program in the area along with other stakeholders to proclaim and celebrate April 22-28, 2012, as the Week of the Young Child™. She stated that the purpose of this week is to focus attention on the needs of these young children and their families and to recognize the early childhood programs and services that meet those needs. She then provided information on how the Week of the Young Child™ began. Packets of additional information were provided to the Board. Ms. Tolman then read aloud the Proclamation. Each Board member thanked Ms. Tolman, Ms. Beatty and staff for their work in early childhood education. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Proclamation No. 12-04 proclaiming April 22-28, 2012, as the Week of the Young Child™ in Gila County and encouraged all citizens to work to make a good investment in early childhood in Gila County, Arizona. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

4C. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to approve a three-year License Agreement between the Gila County Library District and Recorded Books, LLC for a OneClickdigital subscription plan for digital audio books for all library users in Gila County from July 1, 2012, through June 30, 2015, at a cost of \$5,000 per year for a total not to exceed amount of \$15,000, and authorize the Chairman to sign the Agreement. (Jacque Griffin)

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors.

Jacque Griffin, Assistant County Manager/Librarian, stated that this item follows along the path of working to provide additional access and resources of information to all the residents of Gila County. The Library District currently provides a rotating collection of approximately 1,045 audio books to the 8 libraries. The District currently purchases 68 books per year at a cost of \$2,400. Recorded Books, LLC is the gold standard for library audio books and for about 3 years this company has been working diligently at taking their entire collection of books and digitizing them. With this subscription, County residents will have unlimited access to 2,900 titles if they have a digital reader

that has audio capability. Vice-Chairman Dawson commented that she sees this as a way for students going to college to be able to get away from the huge cost of purchasing books in the future. Chairman Martin stated that she appreciates the Library District staying ahead in this field and she would like to see this promoted more in the upcoming months as she isn't sure that a lot of people are aware of this opportunity. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved a three-year License Agreement between the Gila County Library District and Recorded Books, LLC for a OneClickdigital subscription plan for digital audio books for all library users in Gila County from July 1, 2012, through June 30, 2015, at a cost of \$5,000 per year for a total not to exceed amount of \$15,000, and authorized the Chairman to sign the Agreement.

4D. Information/Discussion/Action to approve the renewal application on behalf of the Gila County Library District for the "First Things First Community-Based Literacy Grant" (FTF-RC004-11-0272-01-Y2) in the amount of \$85,000 for fiscal year July 1, 2012, through June 30, 2013. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Ms. Griffin stated that this is a grant renewal to continue the First Things First program that is also known as "Every Child Ready to Read" or the "Dolly Parton Imagination Library," where children from the age of birth to 5 years old are given the opportunity to receive a monthly book in the mail for them to read. There are currently 1,380 children in Gila County that are receiving monthly books and this grant application, if approved, will allow the Library District to continue this program. She noted that one significant change is that last year the Library District contracted with the 8 libraries to provide outreach advocates in the communities; however, this year the Library District is going to hire temporary, part-time employees so there is more control of where these employees go and to ensure that they get out into the communities, particularly during the summer months. Chairman Martin stated that she appreciates this particular program to go along with the Proclamation for the Week of the Young Child™ as she believes they go hand in hand, along with the Health Department programs for the healthy child birth to age 5—the full spectrum. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved the renewal application on behalf of the Gila County Library District for the "First Things First Community-Based Literacy Grant" (FTF-RC004-11-0272-01-Y2) in the amount of \$85,000 for fiscal year July 1, 2012, through June 30, 2013.

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

4E. Information/Discussion/Action to authorize the posting of Gila County Notice of Public Auction for Used Highway Guardrail in the

Arizona Silver Belt for thirty days beginning April 18, 2012, to May 16, 2012.

Steve Stratton, Public Works Division Director, stated that from time to time the Arizona Department of Transportation has projects in the local area and when they have the “out-of-spec” guardrail they pull off the projects, they give it to the County. The County then utilizes it to repair existing guardrail; however, the County cannot use it on new projects because it is out of specification. He stated that at this time the County has an abundance of it and would like to auction off 2,000 lineal feet, leaving the County with approximately 900 lineal feet to repair existing guardrail. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the posting of Gila County Notice of Public Auction for Used Highway Guardrail in the Arizona Silver Belt for thirty days beginning April 18, 2012, to May 16, 2012.

4F. Information/Discussion/Action to adopt Resolution No. 12-04-02, which authorizes the execution of an Intergovernmental Agreement IGA/JPA 11-028I between Gila County and the State of Arizona, Department of Transportation, for pedestrian rest shelters in the Pine/Strawberry area of Gila County.

Steve Sanders, Public Works Division Deputy Director, stated that in July 2010, the Board authorized submitting a grant application to the Arizona Department of Transportation (ADOT) - Transportation Enhancement Program for pedestrian rest shelters in the Pine/Strawberry area. The grant was approved and the County was awarded approximately \$478,000 for the project, which will be used to place 11 pedestrian rest shelters around various locations in Pine and Strawberry--6 in Pine and 5 in Strawberry. He stated that currently there are homemade bus shelters which are used by children who wait for the school bus and it is predominantly at those locations that the shelters will be replaced. ADOT will be administering and handling the majority of the project with input from the County. The County will be required to provide a 5.7% match on the money in addition to a \$5,000 review fee to ADOT to administer the project, so the total cost to the County is approximately \$35,000. Chairman Martin thanked Mr. Sanders for his work on this project and stated that “Take Pride in Pine,” the group that set up the original shelters, would like to be included in the conversation regarding this project. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Resolution No. 12-04-02, which authorizes the execution of an Intergovernmental Agreement IGA/JPA 11-028I between Gila County and the State of Arizona, Department of Transportation, for pedestrian rest shelters in the Pine/Strawberry area of Gila County. **(A copy of the Resolution is permanently on file in the Board of Supervisors’ Office.)**

4G. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 033012-1 for MC-800 liquid asphalt for Gila County road repair and maintenance.

Mr. Stratton stated that this is a request to advertise for bids for another chip seal oil that the County utilizes. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the advertisement of Invitation for Bids No. 033012-1 for MC-800 liquid asphalt for Gila County road repair and maintenance.

4H. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 012312-1 for the purchase of 4 new 3/4 ton 4x4 trucks; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

Mr. Stratton stated that these 4 trucks will be used for the Road Department and will be paid for with road funds—HURF and the half-cent excise tax. These 4 trucks will replace various vehicles, 1986 to 1994 models with mileage from 110,000 to 174,000. He advised that the low bid received was from McSpadden Ford in the amount of \$23,951.60 per vehicle. Supervisor Pastor inquired about utilizing ½-ton trucks as opposed to ¾-ton trucks. Mr. Stratton replied that when utilizing 4-wheel drive vehicles, it is recommended to go with ¾-ton trucks particularly in this application because of the loads they will be carrying. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously accepted the bid for Invitation for Bids No. 012312-1 from McSpadden Ford in the amount of \$23,951.60/vehicle for the purchase of 4 new 3/4 ton 4x4 trucks; and authorized the Chairman's signature on the award contract.

Item 5 – CONSENT AGENDA ACTION ITEMS:

5A. Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 061311-1 between Gila County and Wright Asphalt Products Co. for MC-800TR chip seal oil, to extend the contract for 12 months from April 6, 2012, to April 5, 2013.

5B. Approval of Amendment No. 3 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to extend the period of performance from March 31, 2012, to March 31, 2013, and increase the contract amount by \$25,000 for a total contract amount of \$100,400 for payment coverage of continuing detention services.

5C. Authorization for the Gila County Attorney's Office to electronically submit a FY 2013 Grant Application to the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Program, in the

amount of \$67,727 to renew grant funding and approve any required match funding requirement up to 25% from the General Fund.

5D. Approval to adopt Resolution 12-04-01 naming one road in Gila County to be called N. Byrne Lane. (This item was tabled to the next Board meeting.)

5E. Approval to accept the updated and corrected membership list for the Gila County Cooperative Extension Advisory Board.

5F. Approval to reappoint David (Smokey) Slaughter to the Northern Gila County Range Commission for a new three-year term beginning March 31, 2012, and ending March 30, 2015.

5G. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Copper Dust Stampede Rodeo on May 12-13, 2012.

5H. Approval of the March 27, 2012, and the April 3, 2012, BOS meeting minutes.

5I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 17 to March 23, 2012, and March 24 to March 30, 2012.

Copies of the contract reports are permanently on file in the Board of Supervisors' Office.

5J. Approval of finance reports/demands/transfers for the weeks of April 10, 2012, and April 17, 2012.

April 10, 2012

\$302,782.88 was disbursed for County expenses by check numbers 244768 through 244931.

April 17, 2012

\$1,731,732.46 was disbursed for County expenses by check numbers 244932 through 245080. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Supervisor Pastor stated that he received a request just prior to the start of the meeting from the Byrne family in regard to Consent Agenda action item 5D. They are requesting that the name N. Byrne Lane be changed to N. Byrne Road, if possible. Michael O'Driscoll, Health and Emergency Services Division Director, stated that he would be happy to resubmit this item with the

requested change. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously continued Consent Agenda action item 5D to the next Board meeting.

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Consent Agenda action items 5A through 5J, with the exception of item 5D.

Item 6 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 7 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 11:25 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-1209

3- K

Regular BOS Meeting

Meeting Date: 05/01/2012

Reporting Period: Human Resources Weekly Reports for the Month of April 2012

Submitted For: Berthan DeNero

Submitted By: Candy Bell,
Human
Resources &
Library
Services
Assistant,
Human
Resources

Information

Subject

Human Resources weekly reports for the month of April 2012

Suggested Motion

Acknowledgement of the Human Resources weekly reports for all personnel action items approved by the County Manager for the month of April 2012, as follows: April 3, 2012, April 10, 2012, April 17, 2012, and April 24, 2012.

Attachments

April Human Resources Summary Report

Human Resources Agenda 4/3/12

Human Resources Agenda 4/10/12

Human Resources Agenda 4/17/12

Human Resources Agenda 4/24/12

Summary

Human Resources Action Items

	Year To Date	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12
DEPARTURES FROM COUNTY SERVICE	47	7	13	14	13			
HIRES TO COUNTY SERVICE	33	7	9	14	3			
TEMPORARY HIRES TO COUNTY SERVICE	7	3	2	1	1			
VOLUNTEERS TO COUNTY SERVICE	0	0	0	0	0			
DEPARTMENTAL TRANSFERS	11	1	3	1	6			
END PROBATIONARY PERIOD	18	3	4	6	5			
POSITION REVIEW	36	11	13	5	7			
REQUEST PERMISSION TO POST	25	6	10	7	2			
					37			

Aug-12 Sep-12 Oct-12 Nov-12 Dec-12

HUMAN RESOURCES ACTION ITEMS

APRIL 3, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Michele Epperson – Finance – Payroll Specialist – 03/23/12 – Numerous Funds – DOH 07/16/01 – Resigned
2. Cynthia Bartholomew – Health and Emergency Services – Administrative Assistant – 04/02/12 - General Fund – DOH 08/30/04 – Reorganization
3. Tiffiney Sanchez – Public Works Facilities and Land Management – Temporary Custodian – 03/16/12 - Facilities Management Fund – DOH 08/08/11 – Assignment Completed
4. Judy Smith – Health and Emergency Services – Grants and Special Projects Specialist – 04/02/12 - General Fund – DOH 08/22/86 – Retired
5. Randy Woodie – Board of Supervisors – Temporary Laborer – 03/20/12 – Constituent Services III Fund – DOH 05/03/11 – Resigned

DEPARTMENTAL TRANSFERS:

6. Jolene Myers – Clerk of Superior Court – From Court Clerk – To Court Administrative Assistant – 04/04/12 – General Fund

POSITION REVIEW:

7. Erwin Diaz – Probation – Deputy Probation Officer 2 – 03/21/12 – Juvenile Intensive Probation Supervisor Fund – Rescinded resignation
8. Raymond Geiser – County Attorney - Deputy County Attorney Senior – 03/19/12 – General Fund – Completed five years trial practice
9. Debra Williams – Health and Emergency Services – Deputy Director of Emergency Management – 04/02/12 – 95% General Fund – 5% Bio Terrorism Program Fund – Change in Funds

REQUEST PERMISSION TO POST:

10. Human Resources – Deputy Human Resources Director – Vacated by Juley Bocardo-Homan

HUMAN RESOURCES ACTION ITEMS
APRIL 10, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Robert Whittle – Public Works Recycling & Landfill Management – Solid Waste Operations Worker – 03/26/12 – Solid Waste Fund – DOH 11/17/08 – Terminated for cause

HIRES TO COUNTY SERVICE:

2. Dustin Hawkins – Probation – Juvenile Detention Officer – 04/12/12 – General Fund – Replacing Elacio Martinez

TEMPORARY HIRES TO COUNTY SERVICES:

3. Ernest Salcido – Board of Supervisors – Temporary Laborer – 04/16/12 – Constituent Services II Fund

DEPARTMENTAL TRANSFERS:

4. Yvonne House – From Payson Regional Constable's Office – To Recorder's Office – From Constable Clerk – To Recorder's Clerk Senior – 04/16/12 – General Fund
5. Michelle Keegan – From Sheriff's Office – To Payson Regional Constable's Office – From Administrative Clerk Senior – To Constable Clerk – 04/06/12 – General Fund
6. Debra Overholt – From County Attorney – To Finance – From Legal Secretary – To Payroll Specialist – 04/12/12 – General Fund

END PROBATIONARY PERIOD:

7. Nicholas Montague – Community Services – Accountant – 04/09/12 – Various funds

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

8. Rory Vaughn – Sheriff's Office – Deputy Sheriff – 03/26/12 – General Fund – DOH 07/03/06 – Resigned
9. Peter Beesley – Sheriff's Office – Detention Officer – 03/27/12 – General Fund – DOH 11/21/11 – Unsuccessful completion of probationary period

END PROBATIONARY PERIOD:

10. David Berry – Sheriff's Office – 911 Dispatcher – 04/11/12 – General Fund
11. Prestina Preston-Lynch – Sheriff's Office – 911 Dispatcher – 04/11/12 – General Fund

POSITION REVIEW:

12. Lisa Dzera – Sheriff's Office – Administrative Clerk – 03/26/12 – General Fund – Change in number of hours worked

HUMAN RESOURCES ACTION ITEMS
APRIL 17, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Travis Shields – Superior Court – Temporary Bailiff – 02/13/12 – General Fund – DOH 10/26/11 - Services no longer needed

DEPARTMENTAL TRANSFERS:

2. Lorenzie Corvin – Probation – From Juvenile Detention Officer – To Juvenile Detention Shift Supervisor – 04/23/12 – General Fund
3. Karla Sipes – County Attorney – From Legal Secretary – To Legal Secretary Senior – 04/21/12 – Attorney's Justice Enhancement Fund

END PROBATIONARY PERIOD:

4. Jullie Mercer – Health & Emergency Services – Public Health Nurse – 03/26/12 – Health Services Fund

POSITION REVIEW:

5. Rachel Wright – Clerk of Superior Court – Temporary Court Clerk – 04/09/12 – Change in funds
6. William Murphy – County Attorney – Detective – 06/18/12 – General Fund – Change in number of hours

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

7. Alise James – Sheriff's Office – 911 Dispatcher – 03/29/12 – General Fund – DOH 02/13/12 – Resignation

HUMAN RESOURCES ACTION ITEMS
APRIL 24, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Jacquelyn Serrano – Globe Regional Justice Court – Justice Court Clerk Associate – 04/09/12 – General Fund – DOH 03/21/05 – Resigned
2. Ronnie McDaniel – Globe Regional Justice Court – Pro Tempore Judge – 04/09/12 – General Fund – DOH 07/01/07 - Resigned

END PROBATIONARY PERIOD:

3. Patricia Vogler – Health and Emergency Services – Public Health Nurse – 12/13/11 – Immunization Fund

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

4. Thomas Sowles – Sheriff's Office – Detention Officer – 04/13/12 – General Fund – DOH 05/10/10 – Resigned

HIRES TO COUNTY SERVICE:

5. Stephanie Saiz – Sheriff's Office – 911 Dispatcher – 04/30/12 – General Fund - Replacing Alice James
6. Gabriel Valenzuela – Sheriff's Office – Deputy Sheriff – 04/30/12 – General Fund – Replacing Johnna Kemper

POSITION REVIEW:

7. Lynn Durst – Sheriff's Office – Detention Officer – 04/16/12 – General Fund – Change in position control number only

REQUEST PERMISSION TO POST:

8. Sheriff's Office – Administrative Clerk Senior – Vacated by Michelle Keegan

ARF-1200

3- L

Regular BOS Meeting

Meeting Date: 05/01/2012

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 5-6-12 and 5-13-12

Submitted For: Joseph Heatherly

Submitted By: Valrie
Bejarano,
Contracts
Support
Specialist,
Finance
Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 4-6-12 and 4-13-12

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 31 to April 6, 2012, and April 7 to April 13, 2012.

Attachments

County Manager Approved Contracts Under \$50K for Week End 4-6-12 & 4-13-12
Green Tree Construction Agreement 032012
Continental Flooring Co. Contract ESP060077-1
Pueblo Mechanical Contract 09D-PMACZ-0902
Norment Security Group Agreement 032112
Cartegraph Systems Inc Agreement C1203031

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000***March 31, 2012, to April 6, 2012***

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
032012 Green Tree Construction	Weatherization & Rehab Project 159-10-01	\$41,611.56	4-1-12 to 4-30-12	3-28-12	Expires	Construction for community service weatherization and rehab project 159-10-01
EPS060077-1 Continental Flooring Co.	Health Department Floor Installation	\$23,716.54	2-22-06 to 4-30-12	4-4-12	Expires	Remove old and install new Armstrong VLT flooring for Health Department.
09D-PMACZ-0902 Pueblo Mechanical	Heat Pump Replacement – Globe Jail	\$5,788.52	9-2-11 to 9-1-12	4-4-12	Expires	Replace compressor Trane unit over the kitchen at the Globe So Jail. Old compressor not working.
032112 Norment Security Group	Furniture Removal & Replacement – Women’s Dorm	\$9,200.00	4-4-12 to 5-31-12	4-4-12	Expires	Floor repair project for Women’s S.O. Jail Dormitory. Furniture will be removed, stored, and replaced by contractor after floor has been completed.

April 7, 2012, to April 13, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
C1203031 Cartegraph Systems Inc	License Structure Conversion	\$7,249.42	4-11-12 to 9-8-13	4-11-12	Auto Renewal	New licensing method that will give Public Works the ability to have 4 concurrent users and allow access to all software modules.

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 032012
WEATHERIZATION & REHAB PROJECT NO. 159-10-01

THIS AGREEMENT, made and entered into this 2nd day of April, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Green Tree Construction, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Weatherization & Rehab Project No. 159-10-01, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Exhibit "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Exhibit "A"

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or

alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an

extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and

Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on

this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires April 30, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 41,611.56 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

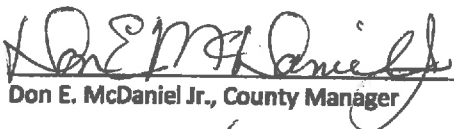
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

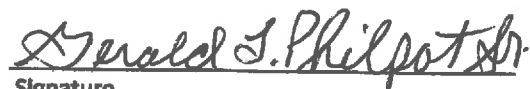
IN WITNESS WHEREOF, two (2) identical counterparts of Contract No. 032012, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/28/12

GREEN TREE CONSTRUCTION


Signature

Gerald L. Philpot Sr.
Print Name

Date: 3/21/2012

APPROVED AS TO FORM


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney



**RESPEC
Work Summary**

Case Number: **Job # 159-10-01 CDBG 174-10-03**

BID TOTAL \$: **\$79,706.⁵⁶/_{XX}**

Property Information:

Jurisdiction: Another County
Target Area: Broad-Powell
Census: 1
Owner:

BID OPENING DATE

CONTRACTOR INFORMATION

Name: Green Tree Construction
Address: P.O. Box 2215
Claypool, AZ. 85537

Job # 159-10-01 CDBG 174-10-03

Globe AZ 85501

Phone: (928)425-3809

Mobile:

Voice: _____

Fax: _____

email: _____

Contractor Signature: _____ Date: _____

Main Structure

Unit Info:

Single Family

Owner

Phone: (928)425-3809 Work Phone:

Gila County Portion: \$41,611.56

City of Globe Portion: \$38,095.00

Job # 159-10-01 CDBG174-10-03

Interior | Main Structure | Single Family | House | General Requirements

1	0000000000	0 NA	0	\$
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Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2	0000000001	0 NA	0	\$
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Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3	0000000002	0 ea	0	\$
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Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and workmanlike manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

4	0000000003	0 1	0	\$
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ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Interior | Main Structure | Single Family | House | All Lead Surfaces.

5	030003003	0	0	\$
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LEAD TREATMENT GUIDELINES

All work must be done in a workmanlike manor and comply with all applicable state, federal and local laws, rules, regulations and guidelines.

These standard may include but are not limited to the following:

29 CFR 1926-Construction Industry Standards,
29 CFR 1926.62-Construction Industry Lead Standard,
29 CFR1910. 1200-Hazard Communication,
40 CFR Part261-EPA Regulations,
NCLSH-HUD Lead Paint Guidelines,
Evaluation Protocols, (most recent draft)

Interior | Main Structure | Single Family | House | Electrical

6	0110010006	0 Each	0	\$
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Upgrade Electric to (200) Amp Service

Disconnect existing service. Install new (200) amp 3 wire service and panel, complete with a main breaker, and breaker style circuits, with all circuits labeled and balanced. Square D, Cutler-Hammer,

Westinghouse or approved equal. Upgrade to meet NEC.

7	0110030008	0 PER F	0	\$
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Rewire House

Remove and dispose of all illegal and defective wiring and boxes. Replace with new wiring, outlets and boxes to code. All unused switches, receptacles, fixtures, and conductors must be removed. Also home owner has 3 ceiling fans that must be installed at locations indicated by home owner. Make sure we supply a dedicated circuit for the refrigerator. and GFCI protection as per code.

Interior | Main Structure | Single Family | House | Heating

8	0120010004	0 NO	0	\$
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Install Furnace 14 sr.A/C Complete w/Ductwork etc.

Install new furnace as specified including clean out, ductwork, thermostat, registers, flue liner and main disconnect to code.****(Flue liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE, *ENERGY STAR* rated furnace and thermostat as specified including, ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **This item will be considered incomplete and not paid without sizing specifications.**

2) install and vent the unit per manufacturer's instructions (PMI)

3) electrical supply must be a dedicated circuit with a switch at the unit.

4) unit must have a minimum 30 inch front clearance, when installed.

5) check the gas input to the unit

6) check the temp. rise and match to the unit (PMI)

7) recheck for gas leaks

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.

size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.

8) all joints in return air and supply ducts must be sealed

9) install a filter chamber with a cover

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

9	0180050051	0	0	\$
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Remove Evap cooler

Remove the window cooler and stand with all water lines ect. replace window as specified in window

10	0180030031	0	0	\$
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Remove old floor furnace and flue pipe.

Remove the old furnace and flue pipe gas lines ect. patch any areas where old furnace was installed.

Interior | Main Structure | Single Family | House | Windows

11	0010100028	0	0	\$
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Replace all windows

Replace the old windows with single hung sliders that match existing windows appearance and materials.

12	006007	0	0	\$
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Sun Screens

Install sun screens on all windows facing East West or South screens must be 80% UV screen and

matching wood frame work to match existing style and locking hardware. Prime and Paint as trim.

Interior | Main Structure | Single Family | House | Doors

13	0010090009	0 NO	0	\$
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Replace Jamb

Remove existing jamb and replace with new factory-cut jambs where possible or #2 pine stick where necessary with head dadoed in. Fill all nailholes.

14	0010090012	0 NO	0	\$
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Install Threshold

Provide and install aluminum threshold with vinyl bubble insert. Penco 146A or equal water return type.

15	0010090035	0	0	\$
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Replce exterior wood door. front

Remove the exterior door and replace with new comparable exterior door. Make all neccessary repairs

16	0010090006	0	0	\$
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Install Prehung Exterior Door back door kitchen

Provide and install factory hung 1-3/4" raised panel/metal clad/foam core door,(Pease, Thermatru, Stanley or approved equal), complete with keyed lockset and trim both sides, dead bolt, vinyl bubble weatherstripping, and aluminum threshold. Make all necessary wall repairs and finish system to owner's preference.

17	0010090002	0 NO	0	\$
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Install Exterior Door including Storm back door

Provide and install white, preprimed steel insulated raised panel exterior 1-3/4" solid core door,(Pease, Thermatru, Stanley or approved equal). Set on 1-1/2 pair 3-1/2 x 3-1/2" butt hinges. Include keyed lockset, doorstop, deadbolt, and vinyl bubble weather-stripping. Owner to paint if desired.

Provide and install white, prefinished alum. storm door with screen and storm window (Larson or approved equal). Swing to complement exterior door. Caulk where necessary.

18	0060050001	0 NO	0	\$
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Replace Window Glass

Install glass in thin bead of caulk or glazing compound. Install new glazing points and compound and clean glass. All transience above all doors keep in mind that this will be used for room pressure relief.

Interior | Main Structure | Single Family | House | Roof Repairs

19	0010060005	0 LF	0	\$
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Install Fascia

Install new fascia; prime all sides before installation. Use galvanized finished nails. All butt seams must be backed; caulk all seams.

20	0010060001	0 LF	0	\$
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Box eves

Install 3/8" ADX plywood soffit screwed with galvanized screws into rafters sealing to fascia and sidewalls. Caulk all seams and prime.

21	0010060006	0 LF	0	\$
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Remove and replace Gables

Remove and dispose of all existing Gable Soffit freez board and fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

22	0070010007	0 SF	0	\$
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Repair Roll Roofing

Remove and repair damaged areas. Patch with volcanized roofing materials.

Interior | Main Structure | Single Family |House |Porch

23	0010070008	0 SF	0	\$
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Replace Porch Structure

Remove existing porch structure and replace with new structure to match existing design. Install pressure treated 2" x 8" joists 16" O.C. supported by pier posts, set on a approved footer; number and size according to dimensions. install new wood decking, frame out roof members and sheath with specified metal roofing to match main roof. Completed porch needs to look like existing with the same architectural design.

Interior | Main Structure | Single Family |House |Exterior Side Walls

24	0040020005	0 SF	0	\$
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Tuckpoint

Remove all loose mortar to a depth of 3/4", Clean and wet surface and point joints prior to installing new. Replace any deteriorated block or brick and install new mortar to match.

Interior | Main Structure | Single Family |House |Water Heater

25	0130060002	0 NO	0	\$
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Relocate and Replace Hot Water Heater

Remove and dispose of old gas unit. and install new 40 gallon electric Heat Pump water heater unit to code. Relocate to back porch removing from kitchen old unit old plumbing and flue.

- 1) Include new electrical wiring.
- 2) Install with new water flex lines.
- 3) Install a drain line from the pop-off valve to below the floor level or to terminate to the outside.
- 4) install to include dielectric unions
- 5) Install new condensate line to outside.

Interior | Main Structure | Single Family |House |Interior Walls

26	0010010041	0 SF	0	\$
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Repair walls

Remove all defective materials and replace with new to match existing Through out inter home include fire place area remove old surround and blend to the look of the rest of the home. Areas of concern are the kitchen, bathroom, or where damage is and where electrical or plumbing has been replaced, as well as Lead work needed.

Interior | Main Structure | Single Family |House |Attic

27	0060010006	0 S.F.	0	\$
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Blown Fiberglass, Open Attic - (R30)

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84.

Interior | Main Structure | Single Family |House |Plumbing Repairs

28	0130010002	0 LF	0	\$
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Replace All Water Lines

Remove and dispose of existing lines, replace with copper lines according to code.

29	0130040016	0 NO	0	\$
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Replace Tub

Remove old fixture and install claw foot tub to be provided by the home owner. New tub will need waste

and overflow and faucets.

30	0130040008	0 NO	0	\$	
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Replace Vanity w/Sink

Remove old vanity w/sink and replace with new to code.

Install new vanity w/sink to code complete. (allowance of up to \$240.00 for vanity and top, Customer is to have a choice in style and color)

Include trap, faucets, shut off valve, pop-up drain, caulk, etc. Faucet must be of water conserving type with max. flow rate of 2.2 GPM at 60 psi.

31	0130040024	0 NO	0	\$	
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Replace Toilet

Remove and dispose of old toilet;

Install new toilet to code as per Performance Manual guidelines. (Manfield, Artisian, Kohler or approved equal)

32	0130020006	0 LF	0	\$	
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Repair Drain Lines

Remove any defective lines and replace to code. THROUGHOUT THE WHOLE SYSTEM INCLUDING MAIN SEWER LINE.

Interior | Main Structure | Single Family | House | Floor

33	0010010009	0 LF	0	\$	
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Repair Floor Joists

Repair as specified below.

1) bathroom area around toilet or tub may have termite damage and need replacement.

2) bathroom floor will need to support a claw foot tub.

Interior | Main Structure | Single Family | House | Painting

34	0060020006	0 NO	0	\$	
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Caulk House Complete

Clean all surfaces and caulk to provide leak-free seal according to Performance Manual guidelines.

35	0100010018	0 SF	0	\$	
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Prepare Walls and Paint home Complete

Using lead safe practices, Prepare and patch walls, ceiling, windows, doors and all trim for painting. Paint (and prime with lead encapsulating primer all surfaces required) entire home to a uniform consistency with a minimum of two coats of quality paint in accordance with manufacturer's recommendations. Completed walls to be smooth and free of defects. Remove any wallpaper and patch all holes, nicks, etc. Drywall veneer over existing wall if required for smooth finish.

36	0100020001	0 SF	0	\$	
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Paint House Complete

Scrape all peeling and loose paint free from surface using lead safe practices and apply one coat of (lead encapsulating primer) surfaces that were not stuccoed or new. Allow to dry, and apply finish coat of latex. Include all trim and front porch as a different color in complete house painting.

** (Main body must be light in nature and Prior approval by home owner and housing department, trim is home owners choice of any color.) **

Total for: House	\$	
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Interior | Main Structure | Single Family | Site | Site

37	0080030010	0	0	\$	
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Remove 3 trees \ brush

Remove the 3 tree on the south side of the main entrance from Hill St.

Total for: Site \$

Total for: Interior \$

Job Total Cost: \$

XRF POSITIVE SUMMARY REPORT

Address:

Globe, Arizona 85501-2111

Sample	Area	Room Equivalent	Side Tested	Component	Substrate	Condition	Color	Lead	Results	Quantities (Including Sides) Per Area	Comments
10	Exterior	01 Exterior	A	Door Casing	Wood	Poor	White	8.66	Positive	1 Each	
11	Exterior	01 Exterior	A	Door Jamb	Wood	Poor	White	16.76	Positive	1 Each	
16	Exterior	01 Exterior	D-1	Window Sash	Wood	Poor	White	2.73	Positive	11 Each (A, B, D)	
17	Exterior	01 Exterior	D-1	Window Casing	Wood	Poor	Green	15.92	Positive	11 Each (A, B, D)	
18	Exterior	01 Exterior	D-1	Window Jamb	Wood	Poor	White	5.59	Positive	11 Each (A, B, D)	
23	Exterior	01 Exterior	A	Fascia	Wood	Poor	White	8.19	Positive	120 Ln. Ft. (A, B, D)	
24	Exterior	01 Exterior	A	Frieze Board	Wood	Poor	White	14.08	Positive	120 Ln. Ft. (A, B, D)	
25	Exterior	01 Exterior	C	Rafter Tails	Wood	Poor	White	24.05	Positive	120 Ln. Ft. (A, B, D)	
26	Exterior	01 Exterior	A	Gable Vent	Wood	Poor	White	10.12	Positive	45 Ln. Ft. (Addition B, C, D)	
27	Exterior	01 Exterior	A	Gable Wall	Wood	Poor	White	12.74	Positive	1 Each	
28	Exterior	01 Exterior	A	Soffit	Wood	Poor	White	15.29	Positive	100 Sq. Ft.	
30	Exterior	01 Exterior	A	Porch Post	Wood	Poor	White	19.13	Positive	120 Sq. Ft. (A, B, D)	
31	Exterior	01 Exterior	A	Porch Beam	Wood	Poor	White	14.11	Positive	15 Ln. Ft.	
32	Exterior	01 Exterior	A	Porch Ceiling	Wood	Poor	White	14.66	Positive	50 Sq. Ft.	
34	Exterior	01 Exterior	A	Gable Fascia	Wood	Poor	White	7.71	Positive	30 Ln. Ft.	
35	Exterior	01 Exterior	A	Gable Soffit	Wood	Poor	White	9.24	Positive	30 Sq. Ft.	
36	Exterior	01 Exterior	A	Gable Frieze Board	Wood	Poor	White	4.23	Positive	30 Ln. Ft. (B, C, D)	
38	Exterior	01 Exterior	C	Eaves	Wood	Poor	White	16.60	Positive	90 Sq. Ft. (B, C, D)	
39	Exterior	01 Exterior	C	Frieze Board	Wood	Poor	White	11.80	Positive	28 Ln. Ft. (C, D)	Addition
41	Exterior	01 Exterior	A	Transom Sash	Wood	Poor	White	6.10	Positive	1 Each	
53	Interior	02 Foyer	-	Ceiling	Wood	Fair	White	4.18	Positive	64 Sq. Ft.	
54	Interior	02 Foyer	B	Baseboard	Wood	Fair	Yellow	8.47	Positive	32 Ln. Ft.	
55	Interior	02 Foyer	B	Picture Molding	Wood	Fair	Yellow	6.22	Positive	32 Ln. Ft.	
56	Interior	02 Foyer	B	Crown Molding	Wood	Fair	White	5.13	Positive	32 Ln. Ft.	
58	Interior	02 Foyer	A	Door Casing	Wood	Poor	Yellow	10.07	Positive	1 Each	
59	Interior	02 Foyer	A	Door Jamb	Wood	Poor	Yellow	8.14	Positive	1 Each	
60	Interior	02 Foyer	B	Door	Wood	Poor	Yellow	10.20	Positive	2 Each (B, C)	
61	Interior	02 Foyer	B	Door Casing	Wood	Poor	Yellow	11.50	Positive	2 Each (B, C)	
62	Interior	02 Foyer	B	Door Jamb	Wood	Poor	Yellow	12.05	Positive	2 Each (B, C)	
63	Interior	02 Foyer	D	Window Sill	Wood	Fair	Yellow	10.22	Positive	1 Each	
64	Interior	02 Foyer	D	Window Sash	Wood	Fair	Yellow	10.85	Positive	1 Each	
65	Interior	02 Foyer	D	Window Casing	Wood	Fair	Yellow	7.49	Positive	1 Each	
66	Interior	02 Foyer	D	Window Jamb	Wood	Fair	Yellow	8.76	Positive	1 Each	
67	Interior	02 Foyer	B	Window Sash Transom	Wood	Poor	Yellow	12.96	Positive	3 Each (A, B, C)	
76	Interior	03 Parlor	-	Ceiling	Wood	Fair	White	5.36	Positive	225 Sq. Ft.	
77	Interior	03 Parlor	B	Baseboard	Wood	Fair	Green	12.92	Positive	60 Ln. Ft.	
78	Interior	03 Parlor	B	Picture Molding	Wood	Fair	Green	7.73	Positive	60 Ln. Ft.	
79	Interior	03 Parlor	B	Crown Molding	Wood	Fair	White	2.21	Positive	60 Ln. Ft.	
81	Interior	03 Parlor	C	Door Casing	Wood	Poor	Green	15.44	Positive	1 Each	

XRF POSITIVE SUMMARY REPORT

Address: ..

Arizona 85501-2111

Sample	Area	Room Equivalent	Side Tested	Component	Substrate	Condition	Color	Lead	Results	Quantities (Including Sides) Per Area	Comments
82	Interior	03 Parlor	C	Door Jamb	Wood	Poor	Yellow	5.94	Positive	1 Each	
83	Interior	03 Parlor	D	Door	Wood	Poor	Green	11.48	Positive	1 Each	
84	Interior	03 Parlor	D	Door Casing	Wood	Poor	Green	12.35	Positive	1 Each	
85	Interior	03 Parlor	D	Door Jamb	Wood	Poor	Green	10.69	Positive	1 Each	
86	Interior	03 Parlor	A	Window Sill	Wood	Fair	Green	11.31	Positive	4 Each	
87	Interior	03 Parlor	A	Window Sash	Wood	Fair	Green	10.22	Positive	4 Each	
88	Interior	03 Parlor	A	Window Casing	Wood	Fair	Green	8.64	Positive	4 Each	
89	Interior	03 Parlor	A	Window Jamb	Wood	Fair	Green	9.21	Positive	4 Each	
90	Interior	03 Parlor	B	Window Sash Transom	Wood	Fair	Green	7.77	Positive	1 Each	
91	Interior	03 Parlor	D	Floor	Wood	Poor	Brown	2.28	Positive	225 Sq. Ft.	
100	Interior	04 Living Room	-	Ceiling	Wood	Poor	White	7.22	Positive	300 Sq. Ft.	
101	Interior	04 Living Room	B	Baseboard	Wood	Poor	Yellow	11.80	Positive	70 Ln. Ft.	
102	Interior	04 Living Room	B	Picture Molding	Wood	Poor	Yellow	6.27	Positive	70 Ln. Ft.	
104	Interior	04 Living Room	A	Door Casing	Wood	Poor	Yellow	11.68	Positive	1 Each	
105	Interior	04 Living Room	A	Door Jamb	Wood	Poor	Yellow	14.30	Positive	1 Each	
106	Interior	04 Living Room	B	Door	Wood	Poor	Yellow	9.83	Positive	4 Each (A, B)	
107	Interior	04 Living Room	B	Door Casing	Wood	Poor	Yellow	11.64	Positive	5 Each (A, B, D)	
108	Interior	04 Living Room	B	Door Jamb	Wood	Poor	Yellow	12.90	Positive	5 Each (A, B, D)	
109	Interior	04 Living Room	D	Window Sill	Wood	Poor	Yellow	13.80	Positive	2 Each	
110	Interior	04 Living Room	D	Window Sash	Wood	Poor	Yellow	9.71	Positive	2 Each	
111	Interior	04 Living Room	D	Window Casing	Wood	Poor	Yellow	14.62	Positive	2 Each	
112	Interior	04 Living Room	D	Window Jamb	Wood	Poor	Yellow	10.84	Positive	2 Each	
113	Interior	04 Living Room	B	Window Sash Transom	Wood	Poor	Yellow	7.09	Positive	3 Each (A, B)	
115	Interior	04 Living Room	B	Picture Shelves	Wood	Poor	Yellow	3.89	Positive	70 Ln. Ft.	
125	Interior	05 Bedroom	D	Baseboard	Wood	Poor	Green	6.22	Positive	40 Ln. Ft. (A, B, C, D)	
126	Interior	05 Bedroom	D	Door	Wood	Poor	Green	8.70	Positive	1 Each	
127	Interior	05 Bedroom	D	Door Casing	Wood	Poor	Green	9.80	Positive	1 Each	
128	Interior	05 Bedroom	D	Door Jamb	Wood	Poor	Yellow	10.45	Positive	1 Each	
129	Interior	05 Bedroom	B	Window Sill	Wood	Fair	Green	4.91	Positive	1 Each	
130	Interior	05 Bedroom	B	Window Sash	Wood	Fair	Green	10.22	Positive	1 Each	
131	Interior	05 Bedroom	B	Window Casing	Wood	Fair	Green	8.73	Positive	1 Each	
132	Interior	05 Bedroom	B	Window Jamb	Wood	Fair	Green	11.40	Positive	1 Each	
133	Interior	05 Bedroom	D	Window Sash Transom	Wood	Poor	Green	9.73	Positive	1 Each	
134	Interior	05 Bedroom	A	Closet Door Casing	Wood	Fair	Green	10.72	Positive	1 Each	
135	Interior	05 Bedroom	A	Closet Door Jamb	Wood	Fair	Green	12.67	Positive	1 Each	
137	Interior	05 Bedroom	A	Closet Shelf Support	Wood	Fair	Yellow	11.19	Positive	12 Ln. Ft.	
142	Interior	06 Bathroom	-	Ceiling	Wood	Fair	Brown	15.93	Positive	80 Sq. Ft.	
143	Interior	06 Bathroom	A	Baseboard	Wood	Fair	Blue	9.73	Positive	32 Ln. Ft.	
144	Interior	06 Bathroom	A	Crown Molding	Wood	Fair	Brown	8.86	Positive	32 Ln. Ft.	

XRF POSITIVE SUMMARY REPORT

Address: , Globe, Arizona 85501-2111

Sample	Area	Room	Side Tested	Component	Substrate	Condition	Color	Lead	Results	Quantities (Including Sides) Per Area	Comments
145	Interior	06 Bathroom	D	Door	Wood	Poor	Brown	8.81	Positive	1 Each	
146	Interior	06 Bathroom	D	Door Casing	Wood	Poor	Brown	12.86	Positive	1 Each	
147	Interior	06 Bathroom	D	Door Jamb	Wood	Poor	Yellow	15.89	Positive	1 Each	
148	Interior	06 Bathroom	B	Window Sill	Wood	Poor	Brown	9.25	Positive	1 Each	
149	Interior	06 Bathroom	B	Window Sash	Wood	Poor	Brown	7.74	Positive	1 Each	
150	Interior	06 Bathroom	B	Window Casing	Wood	Poor	Brown	11.62	Positive	1 Each	
151	Interior	06 Bathroom	B	Window Jamb	Wood	Poor	Brown	8.04	Positive	1 Each	
161	Interior	07 Bedroom	-	Ceiling	Wood	Poor	White	6.42	Positive	144 Sq. Ft.	
162	Interior	07 Bedroom	D	Baseboard	Wood	Poor	Yellow	11.73	Positive	48 Ln. Ft. (A, B, C, D)	
163	Interior	07 Bedroom	D	Picture Molding	Wood	Poor	Yellow	1.35	Positive	48 Ln. Ft. (A, B, C, D)	
164	Interior	07 Bedroom	D	Door	Wood	Poor	Yellow	10.90	Positive	2 Each (C, D)	
165	Interior	07 Bedroom	D	Door Casing	Wood	Poor	Yellow	7.45	Positive	2 Each (C, D)	
166	Interior	07 Bedroom	D	Door Jamb	Wood	Poor	Yellow	12.62	Positive	2 Each (C, D)	
167	Interior	07 Bedroom	B	Window Sill	Wood	Poor	Yellow	11.21	Positive	1 Each	
168	Interior	07 Bedroom	B	Window Sash	Wood	Poor	Yellow	7.48	Positive	1 Each	
169	Interior	07 Bedroom	B	Window Casing	Wood	Poor	Yellow	10.22	Positive	1 Each	
170	Interior	07 Bedroom	B	Window Jamb	Wood	Poor	Yellow	9.23	Positive	1 Each	
171	Interior	07 Bedroom	D	Window Sash Transom	Wood	Poor	Yellow	8.40	Positive	2 Each (C, D)	
172	Interior	07 Bedroom	A	Closet Door	Wood	Poor	Yellow	11.61	Positive	1 Each	
173	Interior	07 Bedroom	A	Closet Door Casing	Wood	Poor	Yellow	12.92	Positive	1 Each	
174	Interior	07 Bedroom	A	Closet Door Jamb	Wood	Poor	Yellow	14.10	Positive	1 Each	
175	Interior	07 Bedroom	A	Closet Shelf	Wood	Poor	White	1.77	Positive	8 Ln. Ft.	
176	Interior	07 Bedroom	A	Closet Shelf Support	Wood	Poor	White	10.34	Positive	20 Ln. Ft.	
185	Interior	08 Bedroom	-	Ceiling	Wood	Fair	White	1.69	Positive	240 Sq. Ft.	
186	Interior	08 Bedroom	A	Door	Wood	Poor	Blue	5.56	Positive	1 Each	
187	Interior	08 Bedroom	A	Door Casing	Wood	Poor	Blue	11.48	Positive	1 Each	
188	Interior	08 Bedroom	A	Door Jamb	Wood	Poor	Blue	10.21	Positive	1 Each	
189	Interior	08 Bedroom	D	Door	Wood	Poor	White	3.87	Positive	1 Each	
196	Interior	08 Bedroom	A	Window Sash Transom	Wood	Poor	Blue	11.44	Positive	1 Each	
197	Interior	09 Laundry	A	Wall	Brick	Fair	Brown	2.07	Positive	240 Sq. Ft.	
201	Interior	09 Laundry	-	Ceiling	Wood	Poor	Blue	2.12	Positive	240 Sq. Ft.	
202	Interior	09 Laundry	A	Door Casing	Wood	Poor	Blue	16.52	Positive	1 Each	
203	Interior	09 Laundry	A	Door Jamb	Wood	Poor	Blue	14.79	Positive	1 Each	
207	Interior	09 Laundry	A	Window Sash Transom	Wood	Poor	Blue	6.12	Positive	1 Each	
208	Interior	09 Laundry	A	Window Sill	Brick	Fair	Brown	3.08	Positive	2 Each (A)	
209	Interior	09 Laundry	A	Window Sash	Wood	Poor	Blue	6.61	Positive	2 Each (A)	
210	Interior	09 Laundry	A	Window Casing	Wood	Poor	Blue	12.20	Positive	2 Each (A)	
211	Interior	09 Laundry	A	Window Jamb	Wood	Poor	Blue	9.77	Positive	2 Each (A)	
212	Interior	09 Laundry	C	Wall Post	Wood	Poor	Blue	13.08	Positive	10 Each	

XRF POSITIVE SUMMARY REPORT

Address: -----, Globe, Arizona 85501-2111

Sample	Area	Room Equivalent	Side Tested	Component	Substrate	Condition	Color	Lead	Results	Quantities (Including Sides) Per Area	Comments
213	Interior	09 Laundry	C	Wall Beam	Wood	Poor	Blue	10.13	Positive	25 Ln. Ft.	
218	Interior	10 Kitchen		Ceiling	Wood	Poor	Yellow	14.43	Positive	100 Sq. Ft.	
219	Interior	10 Kitchen	D	Baseboard	Wood	Poor	Yellow	5.71	Positive	40 Ln. Ft.	
220	Interior	10 Kitchen	D	Crown Molding	Wood	Poor	Yellow	4.89	Positive	40 Ln. Ft.	
221	Interior	10 Kitchen	C	Door Casing	Wood	Poor	Yellow	10.62	Positive	2 Each (B, C)	
222	Interior	10 Kitchen	C	Door Jamb	Wood	Poor	Yellow	12.01	Positive	2 Each (B, C)	
223	Interior	10 Kitchen	D	Window Sill	Wood	Poor	Yellow	10.60	Positive	2 Each (C, D)	
224	Interior	10 Kitchen	D	Window Sash	Wood	Poor	Yellow	10.90	Positive	2 Each (C, D)	
225	Interior	10 Kitchen	D	Window Casing	Wood	Poor	Yellow	11.41	Positive	2 Each (C, D)	
226	Interior	10 Kitchen	D	Window Jamb	Wood	Poor	Yellow	8.66	Positive	2 Each (C, D)	
227	Interior	10 Kitchen	C	Window Sash Transom	Wood	Poor	Yellow	9.12	Positive	1 Each	
228	Interior	10 Kitchen	B	Closet Door Casing	Wood	Poor	Yellow	8.60	Positive	1 Each	
229	Interior	10 Kitchen	B	Closet Door Jamb	Wood	Poor	Yellow	1.89	Positive	1 Each	
230	Interior	10 Kitchen	B	Closet Shelf	Wood	Poor	White	4.14	Positive	30 Ln. Ft.	
231	Interior	10 Kitchen	B	Closet Shelf Support	Wood	Poor	White	8.99	Positive	30 Ln. Ft.	



9319 N. 94th Way • Suite 1000 • Scottsdale, AZ 85258
 Phone (480) 949-8509 • Toll Free (800) 825-1221
 FAX (480) 945-2603
 Website www.continentalflooring.com

March 22, 2012

County of Gila
 Robert Hickman
 1400 E Ash St
 Globe, AZ, 85501

***** REVISED II *****

RE: *Gila County Health Offices at 5515 S Apache – Replace Damaged Sheet Vinyl with New LVT*
Revision I – Add Waiting Room Area (see Revised I Drawing)
Revision II – Add LVT Style & Color Selection
Arizona State Flooring Contract No. EPS060077-1, Extended by renewal thru 4/30/2-12

Dear Mr.Hickman:

In response to your request for quotation, Continental Flooring Company offers the following proposal for your consideration under Arizona State Flooring Contract No. EPS060077-1, Region 2:

Line #	Description	Qty	Price	Extended
	Furnish & Install LVT			
81	Armstrong Natural Creations LVT Style: <i>Arbor Art</i> , Color: <i>TP046 - Cerisier Miel</i>	3420 SF	\$4.85 SF	\$16,587.00
56	Furnish & Install 4" Rubber Base Color: <i>To Be Determined</i>	1080 LF	\$1.46 LF	\$1,576.80
62	Furnish & Install Transitions	24 LF	\$3.06 LF	\$73.44
72	Remove Existing Standard Shee Vinyl	332 SY	\$5.56 SY	\$1,845.92
90	Furnish & Install Skim Coat Porcelain	4 Bags	\$92.65 EA	\$370.60
75	Move Standard Furniture	332 SY	\$2.43 SY	\$806.76
Sub Total				\$21,260.52
Globe Prime Contracting Tax Rate 6.2400% Tax				\$1,326.66
Total				\$22,587.18

Pricing Per Bag for Unforeseen Sub Floor Prep

90	Furnish & Install Patch	1 Bag	\$92.65 EA	
Sub Total				\$92.65
Globe Prime Contracting Tax Rate 6.2400% Tax				\$5.78
Total				\$98.43

Contingency for unforeseen sub floor preparation. You may want to add a contingency to the quote for additional floor preparation. We will not know the actual amount of sub floor preparation required until we have the existing sheet vinyl removed. If we had to install a skim coat over the entire area we would need, 1 25lb Bag of patch for every 135/SF, that would be approx. 25 Bags. I have included 4 bags for the waiting room area which is visible to see what floor preparation is needed. The crew will have an additional 2 bags as is standard for a job this size.

Prices listed in this quote include moving of standard furniture. Standard furniture moving includes moving of regular desks, chairs, 2 drawer file cabinets, half empty 4 drawer filing cabinets and empty bookcases. (Excludes modular furniture, fireproof file cabinets and safes)

Not included in moving of standard furniture is the moving of sensitive electronic equipment such as computers, telephones, copiers and such. You should have your IT department or facilities department coordinate the moving of all electronic items. A guide sheet regarding what to do before installation begins is included with this quote and another copy will be sent to you once an installation date is set.

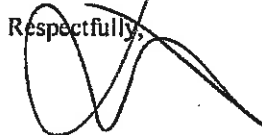
Prices listed in this quote include standard sub-floor preparation. Standard sub-floor preparation consists of 25lbs of patch for every 300 square yards of material, except as otherwise noted. *Should any unforeseen sub-floor conditions exist additional charges will apply.*

Continental Flooring does not test for asbestos or provide asbestos abatement. The Owner represents that they have taken all necessary steps to insure that no asbestos exists on this project. The Owner accepts all responsibility for the testing and removal of asbestos and will hold Continental Flooring harmless relating to asbestos. The owner will provide related certification to continental flooring if required.

Once your purchase order is delivered to Continental Flooring Company, materials for your installation will be ordered. **Cathy Gordon, operations coordinator (480) 949-8509 ext 289** will contact you when the material for this installation has been received and provide a proposed installation date for your approval.

Thank you for the opportunity to quote to you on this project. Should you have any questions, or require additional information, please call me at (480) 949-8509 ext 285 or on my mobile at (602) 690-6978 or email me directly at laurak@continentalflooring.com.

Respectfully,



Laura Kuligowska
Continental Flooring Company
Celebrating over 30 years of flooring the public sector



Procurement Determination: Competition Impracticable

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

1) Agency: State Procurement Office

Name: Christine Fruitman

Title: Sr. Procurement Specialist

Phone: 602-542-9158

Fax: 608-542-5508

Email: christine.fruitman@azdoa.gov

Subject Materials or Services: Floor Covering, Commercial

Estimated Cost: \$600,000

2) Provide full description of materials or services:

Providing of all labor, equipment, and materials, necessary to install carpet and flooring materials as needed by our using agencies.

3) Provide justification:

The State of Arizona, its agencies, boards and commissions, as well as members of the Arizona State Purchasing Cooperative have an on going requirement for these services, provided by current contracts (EPS060077-1-A5 et seq). As these contracts are set to expire on January 31, 2012, it is in the best interest of the State to extend these contracts for 3 months so that:

- 1) There is no interruption in services to the State and its Cooperative Members
- 2) There is time for a new contracts to be established to meet the current and future needs of the State.

Note: In accordance with the Procurement Rules, the Arizona Uniform Terms and Conditions must be made a part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement containing terms and conditions, which will be made part of the final contract, you must receive prior approval from the Office of the Attorney General.

Approval of this request does **not** allow for agencies to exceed their dollar acquisition amount of delegated authority.

To Be Completed by Procurement Authority

☐ Request Authorized Pursuant to ARS 17-503

☐ Request Denied

☐ Request Retained for Additional Information

Comments:

Approved by:

Signature:

Title:

Date:

1/26/12

AGENCY NOTICE: This is your official written determination in response to your procurement authorization request. The original request shall be maintained in the State Procurement Office.

13
1-26-12



Procurement Determination: Competition Impracticable

Sections 1 through 3 **MUST** be completed

Use Attachments as Necessary

1) Agency: State Procurement Office

Name: Christine Fruitman

Title: Sr. Procurement Specialist

Phone: 602-542-9158

Fax: 608-542-5508

Email: christine.fruitman@azdoa.gov

Subject Materials or Services: Floor Covering, Commercial

Estimated Cost: \$600,000

2) Provide full description of materials or services:

Providing of all labor, equipment, and materials, necessary to install carpet and flooring materials as needed by our using agencies.

3) Provide justification:

The State of Arizona, its agencies, boards and commissions, as well as members of the Arizona State Purchasing Cooperative have an on going requirement for these services, provided by current contracts (EPS060077-1-A5 et seq). As these contracts are set to expire on September 30, 2011, it is in the best interest of the State to extend these contracts for 3 months so that:

- 1) There is no interruption in services to the State and its Cooperative Members
- 2) There is ample time for a new solicitation to be established to meet the current and future needs of the State.

Note: In accordance with the Procurement Rules, the Arizona Uniform Terms and Conditions must be made a part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement containing terms and conditions, which will be made part of the final contract, you must receive prior approval from the Office of the Attorney General.

Approval of this request does not allow for agencies to exceed their dollar acquisition amount of delegated authority.

To Be Completed by Procurement Authority:

☒ Request Authorized Pursuant to: R2-7-E303

☐ Request Denied

☐ Request Returned for Additional Information

Comments:

Approved by:

Signature:

Title:

Date:

AGENCY NOTICE: This is your official written determination in response to your procurement authorization request. The original request shall be maintained in the State Procurement Office.

**Contract Amendment No. 06**

STATE OF ARIZONA
State Procurement Office
Department of Administration
100 N. 15th Avenue #201
Phoenix, Arizona 85007

Description: Floor Covering - Commercial

Contract No.: EPS060077-1-A5

CONTRACTOR: Continental Flooring Company
9319 N 94th Way, Suite 1000
Scottsdale, AZ 85258



In accordance with the terms and conditions of the contract noted above and pursuant to Arizona Revised Statutes (A.R.S.) § 41-2537 and implementing rules, the Contract is hereby amended as set forth below.

Extend Contract Term from March 7, 2011 through September 30, 2011 through attached
Competition Impractical Determination dated January-20, 2011.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

ACKNOWLEDGEMENT AND AUTHORIZATION: The Undersigned hereby acknowledge and authorize this amendment to the Contract; and that all other all terms, conditions, specifications and amendments to the Contract remain unchanged.

CONTRACTOR		THE STATE OF ARIZONA	
	1/21/11		1/21/11
Authorized Signature	Date	Authorized Signature	Date
Christopher L. Coleman		Brian D. Ball	
Printed Name		Printed Name	
President		Sr. Procurement Specialist	
Title		Title	

State Procurement
Office
100 N. 15th Ave., Ste 201
Phoenix, AZ 85007

Date Received:

Procurement Determination: Competition Impracticable

Sections 1 through 3 MUST be completed

Use Attachment 1, if necessary

1.

Agency: Department of Administration / State Procurement Office

Name: Brian D. Ball

Title: Senior Procurement Specialist

Phone: (602) 542-2090

Fax: (602) 542-5508

Subject Materials or Services: Statewide Floor Covering, Commercial Contracts under contract number EPS060077

Estimated Cost:

2. Provide full description of materials or services:

Provide materials and installation of floor covering.

3. Provide justification:

The statewide contract stated above was reassigned to the procurement officer stated above. Due to workload and the time needed for this transition, additional time is needed issue a new solicitation and award new contracts before the expiration of these 4 contracts on March 6, 2011. SPO must extend these contracts in order to prevent any interruption to existing services. In order to allow the procurement officer time to adequately prepare for the new solicitation a bilateral extension is needed through September 30, 2011.

Note: In accordance with the Procurement Rules, the Arizona Uniform Terms and Conditions must be made a part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement containing terms and conditions, which will be made part of the final contract, you must receive prior approval from the Office of the Attorney General.

Approval of this request does not allow for agencies to exceed their dollar acquisition amount of delegated authority.

Procurement Authority

APPROVAL

- ☒ Request Authorized Pursuant to: R2-7-E303
☐ Request Denied:
☐ Request Returned for Additional Information:
☐ See Comments:

Approved by:

Signature:

Title:

Date:

AGENCY NOTICE: This is your official written determination in response to your procurement authorization request. The original request shall be maintained in the State Procurement Office.

cc: Procurement File



CONTRACT AMENDMENT

CONTRACT NO: EPS060077-1-A5 Page 1 of 1
Amendment Number: Five (5)
Floor Covering, Commercial

STATE PROCUREMENT OFFICE

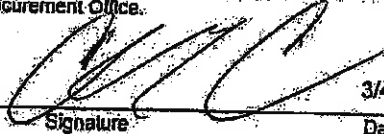
Department of Administration
100 North 15th Avenue, Suite 104
Phoenix, Arizona 85007
(602) 542-9128

Senior Procurement Officer:
Elizabeth Castee, CPPB
602-542-9141

1. In accordance with Special Terms and Conditions, Contract Extension (Months) Paragraph, the contract is hereby extended through March 6, 2011.

No other changes.

Vendor hereby acknowledges receipt and understanding of the above amendment. A signed copy must be filed with State Procurement Office.


Signature

3/4/10

Date

Christopher L. Coleman, President

Continental Flooring Company

Amendment is hereby authorized

This 4th Day March of 2010.



Elizabeth Castee, CPPB
Senior Procurement Officer
ADOA, State Procurement Office

Offer

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No. 07218995J
Federal Employer Identification No. 860369902

Location Information:
Company Name: CONTINENTAL FLOORING COMPANY
Address: 9319 N 94TH WAY, SUITE 1000
SCOTTSDALE, AZ 85258

Clarification Information:
Name: CHRISTOPHER L. COLEMAN
Phone: (480) 949-8509 Fax: (480) 945-2603
Signature:
Name: CHRISTOPHER L. COLEMAN Date: 2-23-06
Title: PRESIDENT
Signature: [Signature]

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization X is is not a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acceptance

The Offer is hereby accepted.
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.
This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona Awarded This _____ day of _____
Procurement Officer: _____

Contract

Solicitation # EPS060077-A3

Document Information

Type:	Supplier	Amendment:	No	Amend #:	0
Requisition #:	ADSM-6LRMTL	Solicitation #:	EPS060077-A3	Contract #:	EPS060077-1
PO Assigned:	Stewart Scott/ADSM-5KAM9N	Date Completed:	03/09/2006		
PM Assigned:	Mary Hammer/ADSM-5KAM9N	PA Assigned:	Jean Clark/ADSM-5KAM9N		
Supplier Name:	Continental Flooring Company	Proposal #:	ADSM-6LTPW4		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
Cost:					

Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	3/9/06	End Date:	3/8/07
Term:	1 Year(s)	FOB:	Dest
Payment Terms:	Net 30 Days	Delivery:	60A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

Solicitation Information

Title:	Floor Covering, Commercial	Type:	RFP
Description:	Floor covering products, commercial and residential use.		

Contract
Solicitation # EPS060077-A3

Special Instructions

Attachment Formats

All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

Bid Bond

An irrevocable bid security payable to the State of Arizona in the amount of \$20,000.00 is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the state by the due time and date cited for this solicitation.

The state will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the state will:

1. Issue an award notice for those offers accepted by the state;
2. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the state. In case of default, the state reserves all rights inclusive of, but not limited to, the right to purchase material and/or complete the work as required, in accordance with the Arizona Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds must be executed on forms substantially equivalent to State Procurement Office.

Brand Name

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any supplier but is only enumerated in order to advise potential offerors of the requirements of the state. Any offer which proposes like quality, design or performance will be considered.

Current Products

All products offered in response to this solicitation shall be in current and ongoing production and shall be kept in production for at least one (1) year; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

All carpet brand bid must be listed on cross index of commercial carpet or other carpet directory publications or manufacturer shall provide notarized certification that carpet offered is a running line product in all 50 states. All carpet offered must have Indoor Air Quality (I.A.Q.) certificate number.

Definition of Unit Measure

For the purpose of definition and clarification for this contract, the following codes have been established to abbreviate standard units of measure of line items contained herein:

CODES U/M DEFINITION

sy Square Yard

lf Lineal Foot

sf Square Foot

jb Job

Delivery and Payment Discounts

Supplier must indicate promised delivery schedule, prompt payment terms and applicable local sales tax percentage in the areas provided on the price page.

Descriptive Literature 01

All offers must include complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Technical specifications and carpet sample books. Published specifications shall not be altered unless a letter from the carpet mill verifies compliance with bid specifications. Manufacturer's installation procedures and descriptions shall be included in the installation instructions or descriptive literature.

Estimated Quantities (Considerable)

The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the contractor. The quantities reflected on the solicitation price sheet areas are annual estimates only.

Evaluation

In accordance with the Arizona Procurement Code 41-2533, competitive sealed bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the solicitation.

Evaluation of the bids submitted in response to this solicitation will be based on the pricing bid on the line items listed with quantities on the price sheet. (Base Price). However, the State reserves the right to verify whether the pricing for other regions is fair and reasonable. All bidders are cautioned to submit balanced bids for each region bid. Contractor shall promote their sales only in the region specifically awarded to them for the line items awarded under their contract.

1. Experience, Capability and Reliability of the Firm
2. Cost
3. Key Personnel/Qualifications
4. Conformity to all Terms, Conditions and Instructions

Federal Immigration and Nationality Act

By signing of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

IT 508 Compliance

Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. Any exceptions shall be declared in writing in the offer.

Multiple Awards

The State has a large number and variety of potential using agencies at locations throughout Arizona. In order to assure that any ensuing contracts will allow the State to fulfill current and further requirements, the State reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the State. The fact that the State may make multiple awards should be taken into consideration by each potential contractor.

Offer Acceptance Period

Proposals shall be irrevocable offers for 60 days after the proposal due date.

Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Performance Bond

The contractor shall be required to furnish an irrevocable security in the amount of \$100,000.00 of the total contract price payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within ten (10) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Purpose

Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, State Procurement Office intends to establish a contract for the materials or services as listed herein.

References

Offeror(s) should submit a list of three business references including business name, address, contact name and telephone numbers in the appropriate area of the solicitation. In-state and/or government references are preferred. Failure to submit this information with the bid may result in the bid being considered non responsive. This information should be listed on the attachment Questionnaire.

Region Pricing

The state has been divided into seven (7) regions as described below to allow for transportation costs incurred to reach remote areas. It is not necessary to submit a bid for each region, however, the State encourages all bidders to participate in more than one area.

REGION 1: Maricopa County.

REGION 2: Pinal, Pima and Santa Cruz Counties.

REGION 3: Coconino and Yavapai Counties.

REGION 4: Yuma and La Paz Counties.

REGION 5: Graham, Greenlee, and Cochise Counties.

REGION 6: Mohave County

REGION 7: Navaho, Apache, and Gila Counties.

Special Educational Purchase Option

Offeror(s) are urged to offer additional discount (percent %) from list price to qualifying special educational institutions (e.g. K-12, Colleges and Universities). Those offering additional discounts shall do so by completing the solicitation questionnaire section entitled Special Educational Discount Option. Participation is optional, therefore will not be used in the State's bid evaluation process.

State of Arizona Purchasing Card (P Card) Program Option

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees.

Those electing to participate in the State of Arizona purchasing card program shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program.

Additionally, knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program. Participation is optional, therefore will not be used in the State bid evaluation process.

Subcontractors

Supplemental to the Subcontractor provision in the Uniform Instructions, offerors shall include with their list of proposed subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the offeror's proposal.

Warranty

Each offer must provide a *** warranty /guarantee against defects in materials, workmanship and/or performance for all items.

Contract
Solicitation # EPS060077-A3

Special Terms and Conditions

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Cancellation

The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION - A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

If an installation is scheduled to be performed in any type of correctional institution, the contract shall give a five (5) working day advance notice of the installation crew with all necessary documentation needed for verification.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for 4 additional one-year periods or portions thereof for a total contract term not to exceed 5 years.

Contract Termination

Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the

subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Termination for Default. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Type (Term)

Fixed price term indefinite quantity for a minimum of one (1) year.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, Enterprise Procurement Services as required by Arizona Revised Statutes 41-2632.

Estimated Quantities (General)

This solicitation references quantities as a general indication of the needs of the state. The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

Furniture Movement

All bidders are required to offer lift system for modular furniture moving. Lift system is determined as a specialized equipment capable of lifting furniture and allowing the installer to remove existing floor covering and to replace it with new product. A detailed description of the system shall be submitted. Contractor may use either a subcontractors or own employee staff for

the moving. Furniture movement shall be done in a manner that prevents damage to the furniture, carpet, walls etc. during all installation projects. For the purpose of this solicitation, standard office furniture indicates regular desks, chairs, file cabinets and bookcases. Moving of sensitive electronic equipment such as computers shall be coordinated with the ordering agency. The using agency will determine whether the movement of furniture will be performed, in whole or in part, by the contractor, in-house, or by a third party. If the contractor moves furniture, an experienced moving crew shall be used that has the proper and necessary equipment and is qualified to perform this activity. The State does not encourage the utilization of the installation crew for moving furniture. Failure to comply with this requirement during the term of the contract may result in contract cancellation.

Inventory

The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand in a local warehouse at their expense for quick delivery to the requesting agency. Reasonable stock is determined in 200 yard in a standard color each of minimum one different roll goods and carpet tile types awarded on the contract. Failure to maintain such a stock may result in contract cancellation.

IT 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

Item Grouping Activity

Due to factors such as delivery location, pricing advantage, compatibility, etc., selected items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source. Such groups of items shall be identified within the solicitation and the price sheet shall provide for a subtotal price for the group. To be considered for award of this group of products, the bidder is required to provide prices on all items within this group and a subtotal price for the group. Failure to provide pricing for any item within the group, or failure to provide the group subtotal price may result in the bidder being declared non-responsive for the group, and ineligible to receive an award.

Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor. All bidders shall be licensed and bonded in the State of Arizona. All bidders shall be certified by the Floor Covering Installation Board if applicable to perform quality installation service.

Manufacturer's Representative

Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards. The manufacturer, upon assignment by the state, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

Maximum Order Limitation

The maximum single order to be purchased under this contract shall be \$500,000.00. The State reserves the right to issue separate solicitations for single requirements estimated to exceed \$500,000.00.

Minimum Order

The minimum single order to be purchased under this contract shall be 30 square yards. The contractor shall not be required to fill orders for less than this quantity. The contractor shall be responsible for filling any order of 30 square yards or more. The average job size under this contract is estimated to be about 200 square yards. A one-time trip charge is allowed under the contract for small job orders between 30 s.y. and 133 s.y. due to current industry standards.

Multiple Award

The state has a large number and variety of potential using agencies at locations throughout Arizona. In order to assure that any ensuing contracts will allow the state to fulfill current and further requirements, the state reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the state. The fact that the state may make multiple awards should be taken into consideration by each potential contractor.

Non-Exclusive Contract

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called ?Notices?), shall be in writing and shall be sent by

registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

If intended for the State, to:

Arizona Department of Administration
Enterprise Procurement Services
Attention: Contracting Officer
100 N. 15th Ave. Ste. 104
Phoenix, Arizona 85007

And: Contracting State Agency

b. If intended for the Contractor, to:

The Contractor Company Name
Attention: Contractor Contact
Address
City, State, Zip

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Administration, Chief Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Ordering Process

1. For the purposes of this contract, contract release order/purchase orders are those that are issued by an eligible agency any of the following forms:

1.1. Hard copy, one time only or blanket (term type) type;

1.2. Electronically transmitted through facsimile equipment;

1.3. Electronically transmitted as an e-mail attachment;

1.4. Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

1.4.1. Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.

1.4.2. Use of such systems shall be at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.

1.5. Electronically through State's or eligible agencies p-card program.

2. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

3. Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or

debarment of the contractor.
and/or debarment of the contractor.

Post Award Meetings

Upon award, any or all contractors should avail themselves to participating in post award meetings with state and political subdivision users and buyers.

Meetings may be held either as many as two (2) times in metropolitan ('metro') Phoenix during each contract year or once within metro Phoenix and once in another user city within the state each contract year.

The meetings may include a pre-conference with state personnel to discuss mutual contractual responsibilities and other performance related items.

Price Adjustment (Annual)

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

Product Discontinuance

1. In the event that a product or groups of products are discontinued by a manufacturer, the State at its sole discretion may allow the contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the contract. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the state not considering the request.

1.1. A formal announcement from the manufacturer stating that the product(s) have been discontinued.

1.2. Documentation from the manufacturer that cites the effected products by item number and description.

1.3. Documentation from the manufacturer that names the replacement product(s).

1.4. Documentation that provides clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;

1.5. Documentation confirming that the price for the replacement product(s) is the same as or less than the discontinued item.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the state, the contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Shipping F.O. B. Delivered

Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The state will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

State Contract Show Availability

As a statewide contractor, the supplier is eligible to participate in an exhibition of products and services for the state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.

Subcontractors

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference

the terms and conditions of this Contract.

Taxes

1. Applicable Taxes: The State will pay only the rate and/or amount of taxes identified in the offer and in any resulting contract.

2. Tax Indemnification: Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the state harmless from any responsibility for taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3. IRS W9 Form: In order to receive payment under any resulting contract, contractor must have a current I.R.S. W9 Form on file with the State of Arizona, Department of Administration, General Accounting Office.

Term of Contract (One Year)

The term of the contract shall for a 1-year period, unless terminated, canceled, or extended as otherwise provided herein.

The contract shall commence the date specified in the contract summary section contained herein and/or as specified in any contract award notifications issued by the State Procurement Office.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

Warranty (Period of Time)

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of three (3) years from the date of acceptance by the State. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the State.

Contract
Solicitation # EPS060077-A3

Uniform Instructions

- 1 Definition of Terms**
As used in these Instructions, the terms listed below are defined as follows:
 - 1.2 Contract**
the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.
 - 1.3 Contract Amendment**
a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 Contractor**
any person who has a Contract with the State
 - 1.5 Days**
calendar days unless otherwise specified.
 - 1.6 Exhibit**
any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation
 - 1.7 Offer**
bid, proposal or quotation.
 - 1.8 Offeror**
a vendor who responds to a Solicitation.
 - 1.9 Procurement Officer**
the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 Solicitation**
an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').
 - 1.11 Solicitation Amendment**
a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - 1.12 Subcontract**
means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.13 State**
the State of Arizona and Department or Agency of the State that executes the Contract.
- 2 Inquiries**
Inquiries
 - 2.1 Duty to Examine**
It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
 - 2.2 Solicitation Contact Person**
Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
 - 2.3 Submission of Inquiries**
The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
 - 2.4 Timeliness**
Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
 - 2.5 No Right to Rely on Verbal Responses**
An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the

solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with

appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions;

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Exhibits;

3.13.7 Special Instructions to Offerors;

3.13.8 Uniform Instructions to Offerors. 3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

1. Experience, Capability and Reliability of the Firm

2. Cost

3. Key Personnel/Qualifications

4. Conformity to all Terms, Conditions and Instructions

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

Contract

Solicitation # EPS060077-A3

Uniform Terms and Conditions

- 1 Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

 - 1.1 Attachment**

any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 Contract**

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 Contract Amendment**

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 Contractor**

any person who has a Contract with the State.
 - 1.5 Days**

calendar days unless otherwise specified
 - 1.6 Exhibit**

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 Gratuity**

a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 Materials**

all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 Procurement Officer**

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 Services**

the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 Subcontract**

any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12 State**

the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13 State Fiscal Year**

the period beginning with July 1 and ending June 30,
- 2 Contract Interpretation**

Contract Interpretation

 - 2.1 Arizona Law**

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - 2.2 Implied Contract Terms**

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3 Contract Order of Precedence**

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
 - 2.4 Relationship of Parties**

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s).

Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

- 4.1 Payments**
Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery**
Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes**
4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State Fiscal Year**
Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the Current State Fiscal Year**
Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.
- 5 Contract Changes**
Contract Changes
- 5.1 Amendments**
This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts**
The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation**
The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
- 6 Risk and Liability**
Risk and Liability
- 6.1 Risk of Loss**
The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification**
6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

Contract
Solicitation # EPS060077-A3

Offer

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. 07218995J
Federal Employer Identification No. 860369902

Location Information

Supplier Number: 645
Company Name: Continental Flooring Company
Address: 9319 N 94th Way, Suite 1000
Scottsdale, AZ 85258

Clarification Information

Name: CHRISTOPHER L. COLEMAN
Phone: (480) 949-8509 Fax: (480) 945-2603
Signature
Name: Laura Kugligowska Date: 2/23/06 3:21:02 PM
Title: FLOORING CONSULTANT
Signature:

Status: Accepted

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization [is] a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acceptance

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. Entry not found in index. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

Award Date TBD

Contract
Solicitation # EPS060077-A3

Line Items								
LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0360-0010 0360-0010-0001	Carpets and Rugs: Cotton, Synthetic, Wool, etc. Floor Covering Commercial		FP	0		\$0.00	\$0.00

Floor Covering, Commercial

Solicitation # EPS060077-A3

Contact Information

Agency:	Arizona State Procurement Office	Agency Address:	100 North 15th Avenue Suite 104 Phoenix AZ 85007
Agency Phone:	(602)542-5511	Agency Fax:	(602)542-5508
Procurement Officer:	Stewart Scott/ADSM-5KAM9N		
PO Phone:	(602)542-2090	PO Fax:	(602)542-5508

Solicitation Information

Published Date:	2/22/06 11:02:16 AM	Close Date:	2/24/06 3:00:00 PM
Contract Type	Statewide	Solicitation Type	RFP
Conference Location			
Conference Date:			
Description			
Floor covering products, commercial and residential use.			

Amendment Information

Amendment #2 indicated a close date of March 24, 2006. This information is incorrect, the correct close date should be February 24, 2006. Please note the final changes to the Attached Price Sheet, Line #9 and #83. You should respond with the Price Sheet marked 2-22 on the solicitation. If you have any questions please feel free to contact me.

Has the Price Sheet Been Changed?	No
Has the Questionnaire Been Changed?	No

Floor Covering, Commercial

Solicitation # EPS060077-A3

Special Instructions

Attachment Formats

All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

Bid Bond

An irrevocable bid security payable to the State of Arizona in the amount of \$20,000.00 is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the state by the due time and date cited for this solicitation.

The state will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the state will:

1. Issue an award notice for those offers accepted by the state;
2. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the state. In case of default, the state reserves all rights inclusive of, but not limited to, the right to purchase material and/or complete the work as required, in accordance with the Arizona Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds must be executed on forms substantially equivalent to State Procurement Office.

Brand Name

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any supplier but is only enumerated in order to advise potential offerors of the requirements of the state. Any offer which proposes like quality, design or performance will be considered.

Current Products

All products offered in response to this solicitation shall be in current and ongoing production and shall be kept in production for at least one (1) year; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

All carpet brand bid must be listed on cross index of commercial carpet or other carpet directory publications or manufacturer shall provide notarized certification that carpet offered is a running line product in all 50 states. All carpet offered must have Indoor Air Quality (I.A.Q.) certificate number.

Definition of Unit Measure

For the purpose of definition and clarification for this contract, the following codes have been established to abbreviate standard units of measure of line items contained herein:

CODES U/M DEFINITION

sy Square Yard

lf Lineal Foot

sf Square Foot

jb Job

Delivery and Payment Discounts

Supplier must indicate promised delivery schedule, prompt payment terms and applicable local sales tax percentage in the areas provided on the price page.

Descriptive Literature 01

All offers must include complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Technical specifications and carpet sample books. Published specifications shall not be altered unless a letter from the carpet mill verifies compliance with bid specifications. Manufacturer's installation procedures and descriptions shall be included in the installation instructions or descriptive literature.

Estimated Quantities (Considerable)

The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the contractor. The quantities reflected on the solicitation price sheet areas are annual estimates only.

Evaluation

In accordance with the Arizona Procurement Code 41-2533, competitive sealed bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the solicitation.

Evaluation of the bids submitted in response to this solicitation will be based on the pricing bid on the line items listed with quantities on the price sheet. (Base Price). However, the State reserves the right to verify whether the pricing for other regions is fair and reasonable. All bidders are cautioned to submit balanced bids for each region bid. contractor shall promote their sales only in the region specifically awarded to them for the line items awarded under their contract.

1. Experience, Capability and Reliability of the Firm
2. Cost
3. Key Personnel/Qualifications
4. Conformity to all Terms, Conditions and Instructions

Federal Immigration and Nationality Act

By signing of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

IT 508 Compliance

Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. Any exceptions shall be declared in writing in the offer.

Multiple Awards

The State has a large number and variety of potential using agencies at locations throughout Arizona. In order to assure that any ensuing contracts will allow the State to fulfill current and further requirements, the State reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the State. The fact that the State may make multiple awards should be taken into consideration by each potential contractor.

Offer Acceptance Period

Proposals shall be irrevocable offers for 60 days after the proposal due date.

Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Performance Bond

The contractor shall be required to furnish an irrevocable security in the amount of \$100,000.00 of the total contract price payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within ten (10) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to the form included with this solicitation.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Purpose

Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, State Procurement Office intends to establish a contract for the materials or services as listed herein.

References

Offeror(s) should submit a list of three business references including business name, address, contact name and telephone numbers in the appropriate area of the solicitation. In-state and/or government references are preferred. Failure to submit this information with the bid may result in the bid being considered non responsive. This information should be listed on the attachment Questionnaire.

Region Pricing

The state has been divided into seven (7) regions as described below to allow for transportation costs incurred to reach remote areas. It is not necessary to submit a bid for each region, however, the State encourages all bidders to participate in more than one area.

REGION 1: Maricopa County.

REGION 2: Pinal, Pima and Santa Cruz Counties.

REGION 3: Coconino and Yavapai Counties.

REGION 4: Yuma and La Paz Counties.

REGION 5: Graham, Greenlee, and Cochise Counties.

REGION 6: Mohave County

REGION 7: Navaho, Apache, and Gila Counties.

Special Educational Purchase Option

Offeror(s) are urged to offer additional discount (percent %) from list price to qualifying special educational institutions (e.g. K-12, Colleges and Universities). Those offering additional discounts shall do so by completing the solicitation questionnaire section entitled Special Educational Discount Option. Participation is optional, therefore will not be used in the State's bid evaluation process.

State of Arizona Purchasing Card (P Card) Program Option

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees.

Those electing to participate in the State of Arizona purchasing card program shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program.

Additionally, knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program. Participation is optional, therefore will not be used in the State bid evaluation process.

Subcontractors

Supplemental to the Subcontractor provision in the Uniform Instructions, offerors shall include with their list of proposed subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the offeror's proposal.

Warranty

Each offer must provide a *** warranty /guarantee against defects in materials, workmanship and/or performance for all items.

Floor Covering, Commercial

Solicitation # EPS060077-A3

Special Terms and Conditions

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Cancellation

The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION – A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

If an installation is scheduled to be performed in any type of correctional institution, the contract shall give a five (5) working day advance notice of the installation crew with all necessary documentation needed for verification.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for 4 additional one-year periods or portions thereof for a total contract term not to exceed 5 years.

Contract Termination

Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the

subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Termination for Default. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Type (Term)

Fixed price term indefinite quantity for a minimum of one (1) year.

Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, Enterprise Procurement Services as required by Arizona Revised Statutes 41-2632.

Estimated Quantities (General)

This solicitation references quantities as a general indication of the needs of the state. The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

Furniture Movement

All bidders are required to offer lift system for modular furniture moving. Lift system is determined as a specialized equipment capable of lifting furniture and allowing the installer to remove existing floor covering and to replace it with new product. A detailed description of the system shall be submitted. Contractor may use either a subcontractors or own employee staff for

the moving. Furniture movement shall be done in a manner that prevents damage to the furniture, carpet, walls etc. during all installation projects. For the purpose of this solicitation, standard office furniture indicates regular desks, chairs, file cabinets and bookcases. Moving of sensitive electronic equipment such as computers shall be coordinated with the ordering agency. The using agency will determine whether the movement of furniture will be performed, in whole or in part, by the contractor, in-house, or by a third party. If the contractor moves furniture, an experienced moving crew shall be used that has the proper and necessary equipment and is qualified to perform this activity. The State does not encourage the utilization of the installation crew for moving furniture. Failure to comply with this requirement during the term of the contract may result in contract cancellation.

Inventory

The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand in a local warehouse at their expense for quick delivery to the requesting agency. Reasonable stock is determined in 200 yard in a standard color each of minimum one different roll goods and carpet tile types awarded on the contract. Failure to maintain such a stock may result in contract cancellation.

IT 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

Item Grouping Activity

Due to factors such as delivery location, pricing advantage, compatibility, etc., selected items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source. Such groups of items shall be identified within the solicitation and the price sheet shall provide for a subtotal price for the group. To be considered for award of this group of products, the bidder is required to provide prices on all items within this group and a subtotal price for the group. Failure to provide pricing for any item within the group, or failure to provide the group subtotal price may result in the bidder being declared non-responsive for the group, and ineligible to receive an award.

Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor. All bidders shall be licensed and bonded in the State of Arizona. All bidders shall be certified by the Floor Covering Installation Board if applicable to perform quality installation service.

Manufacturer's Representative

Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards. The manufacturer, upon assignment by the state, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

Maximum Order Limitation

The maximum single order to be purchased under this contract shall be \$500,000.00. The State reserves the right to issue separate solicitations for single requirements estimated to exceed \$500,000.00.

Minimum Order

The minimum single order to be purchased under this contract shall be 30 square yards. The contractor shall not be required to fill orders for less than this quantity. The contractor shall be responsible for filling any order of 30 square yards or more. The average job size under this contract is estimated to be about 200 square yards. A one-time trip charge is allowed under the contract for small job orders between 30 s.y. and 133 s.y. due to current industry standards.

Multiple Award

The state has a large number and variety of potential using agencies at locations throughout Arizona. In order to assure that any ensuing contracts will allow the state to fulfill current and further requirements, the state reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the state. The fact that the state may make multiple awards should be taken into consideration by each potential contractor.

Non-Exclusive Contract

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices?"), shall be in writing and shall be sent by

registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

If intended for the State, to:

Arizona Department of Administration
Enterprise Procurement Services
Attention: Contracting Officer
100 N. 15th Ave. Ste. 104
Phoenix, Arizona 85007

And: Contracting State Agency

b. If intended for the Contractor, to:

The Contractor Company Name
Attention: Contractor Contact
Address
City, State, Zip

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Administration, Chief Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Ordering Process

1. For the purposes of this contract, contract release order/purchase orders are those that are issued by an eligible agency any of the following forms:

1.1. Hard copy, one time only or blanket (term type) type;

1.2. Electronically transmitted through facsimile equipment;

1.3. Electronically transmitted as an e-mail attachment;

1.4. Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

1.4.1. Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.

1.4.2. Use of such systems shall be at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.

1.5. Electronically through State's or eligible agencies p-card program.

2. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

3. Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or

debarment of the contractor.
and/or debarment of the contractor.

Post Award Meetings

Upon award, any or all contractors should avail themselves to participating in post award meetings with state and political subdivision users and buyers.

Meetings may be held either as many as two (2) times in metropolitan ('metro') Phoenix during each contract year or once within metro Phoenix and once in another user city within the state each contract year.

The meetings may include a pre-conference with state personnel to discuss mutual contractual responsibilities and other performance related items.

Price Adjustment (Annual)

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

Product Discontinuance

1. In the event that a product or groups of products are discontinued by a manufacturer, the State at its sole discretion may allow the contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the contract. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the state not considering the request.

1.1. A formal announcement from the manufacturer stating that the product(s) have been discontinued.

1.2. Documentation from the manufacturer that cites the effected products by item number and description.

1.3. Documentation from the manufacturer that names the replacement product(s).

1.4. Documentation that provides clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;

1.5. Documentation confirming that the price for the replacement product(s) is the same as or less than the discontinued item.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the state, the contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Shipping F.O. B. Delivered

Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The state will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

State Contract Show Availability

As a statewide contractor, the supplier is eligible to participate in an exhibition of products and services for the state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.

Subcontractors

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference

the terms and conditions of this Contract.

Taxes

1. Applicable Taxes: The State will pay only the rate and/or amount of taxes identified in the offer and in any resulting contract.

2. Tax Indemnification: Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the state harmless from any responsibility for taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3. IRS W9 Form: In order to receive payment under any resulting contract, contractor must have a current I.R.S. W9 Form on file with the State of Arizona, Department of Administration, General Accounting Office.

Term of Contract (One Year)

The term of the contract shall for a 1-year period, unless terminated, canceled, or extended as otherwise provided herein.

The contract shall commence the date specified in the contract summary section contained herein and/or as specified in any contract award notifications issued by the State Procurement Office.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

Warranty (Period of Time)

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of three (3) years from the date of acceptance by the State. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the State.

Floor Covering, Commercial

Solicitation # EPS060077-A3

Uniform Instructions

1 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State

1.5 Days

calendar days unless otherwise specified.

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer

bid, proposal or quotation.

1.8 Offeror

a vendor who responds to a Solicitation.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

1.11 Solicitation Amendment

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 Subcontract

means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.13 State

the State of Arizona and Department or Agency of the State that executes the Contract.

2 Inquiries

Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal Responses

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror

is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions;

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Exhibits;

3.13.7 Special Instructions to Offerors;

3.13.8 Uniform Instructions to Offerors. 3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

1. Experience, Capability and Reliability of the Firm

2. Cost

3. Key Personnel/Qualifications

4. Conformity to all Terms, Conditions and Instructions

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

Floor Covering, Commercial

Solicitation # EPS060077-A3

Uniform Terms and Conditions

1 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Attachment

any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State.

1.5 Days

calendar days unless otherwise specified

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity

a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials

all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Services

the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 Subcontract

any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 State

the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 State Fiscal Year

the period beginning with July 1 and ending June 30,

2 Contract Interpretation

Contract Interpretation

2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement of Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Walver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

Floor Covering, Commercial

Solicitation # EPS060077-A3

Price Sheet

Instructions

Please use attached price sheet.

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Pricing	Qty	UOM
1	0360-0010 0360-0010-0001	Carpets and Rugs: Cotton, Synthetic, Wool, etc. Floor Covering Commercial	FP	0	Each

Floor Covering, Commercial

Solicitation # EPS060077-A3

Offer

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. _____

Federal Employer Identification No. _____

Location Information

Company Name: _____

Address: _____

Clarification Information

Name: _____

Phone: _____

Fax: _____

Signature

Name: _____

Date: _____

Title: _____

Signature: _____

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization __is__ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acceptance

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona Awarded This _____ day of _____
Procurement Officer: _____

Floor Covering, Commercial

Solicitation # EPS060077-A3

Bid Bond

Supplier Name: _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the city of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called Obligor) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Floor Covering, Commercial

Floor covering products, commercial and residential use.

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____

Principal

Seal

By

Surety

Seal

By

Agency of Record

Floor Covering, Commercial

Solicitation # EPS060077-A3

Performance Bond

Supplier Name: _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the city of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, for the material, service or construction described as:

Floor Covering, Commercial

Floor covering products, commercial and residential use.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____

Principal

Seal

By

Surety

Seal

By

Agency of Record



Design Build HVAC Specialists

Alt 1 – Trane Standard Efficiency Heat Pump:

- Provide and install (1) New Standard Efficiency 3-ton Trane Heat Pump Unit, Model# WCC3036A1000 13 SEER
- Balance of scope as shown under Base Scope (this option does NOT qualify for APS Rebates)

Total Cost Standard Efficiency (includes tax): **\$ 5,788.52**

Note: Progress billing authorized when/if required due to project timeline

All projects over \$50,000 must be individually bonded, projects under this amount are at the discretion of the customer, by accepting this proposal you agree to waive bonding for this project. If you require bonding please contact Pueblo Mechanical immediately and we will provide quote for the bonding amount.

We look forward to providing this important service please call if you have any questions.

Sincerely,

Rhonda Bishop
520-780-4911 520-545-1048
rhonda@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name

Signature

Date

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

1005.300.442.000.4/20/10

Reg. 2012-375

ALL PRICES QUOTED ABOVE ARE GOOD FOR 60 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State JOC Contract #ADSP011-009974 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com

AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462



8/22/2011

Extension of Contract

(Page 1 of 2)

John Neuser
Pueblo Mechanical and Controls, Inc.
6771 E. Outlook Dr.
Tucson, Az 85756

RE: Contract # 09D-PMAC2-0902 Extension Agreement made by and between Pueblo Mechanical and Controls, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-PMAC2-0902 for a period of one (1) year, beginning 9/2/2011. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Pueblo Mechanical and Controls, Inc. agrees to provide products or prices as per 09D-0716.

We desire to extend the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature

Title

General Manager

Typed/Printed

Name

Steve Barry

Date

9/1/11

Please check the information below.

POs Att: Order Desk
Pueblo Mechanical and Controls, Inc.
6771 E. Outlook Dr.
Tucson, Az 85756

Remit to: Pueblo Mechanical and Controls, Inc.
Accounts Receivable
6771 E. Outlook Dr.
Tucson, Az 85756

Member Contact: John Neuser Phone Number: 520-545-1044 Fax Number: 520-545-1048
Contract Administrator: John Neuser

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 9/2/2011, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-PMAC2-0902 effective 9/2/2011, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

MOHAVE

EDUCATIONAL SERVICES COOPERATIVE, INC.



**Award Notification
Via Email**

Steve Barry
Pueblo Mechanical & Controls, Inc.
8/14/09

Congratulations, Pueblo Mechanical & Controls, Inc.'s response has been awarded a contract under RFP 09D-0716. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Pueblo Mechanical & Controls, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review Mohave's vendor handbook to learn more about working with Mohave. It is available on-line at www.mesc.org.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to tomd@mesc.org.

If you have any questions regarding your new contract, please call me at (928) 718-3201. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read "Craig A. McKee".

Craig A. McKee, CPPB
Director of Contracting Programs

NOTES ON AWARD FOR: Pueblo Mechanical & Controls, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to http://www.mesc.org/contract_documentation.html to assist in meeting this due diligence responsibility.
- Financial information included under Tab 4 of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- All products quoted must be priced and approved by Mohave in advance. Send requests for pricing updates to Mark DiBlasi- mark@mesc.org.
- Do not provide any goods/services until you receive a Mohave approved purchase order.
- Quick payment discounts must be approved by Mohave before being offered to Members, and must be available equally.

Order cycle overview:

1. Members forwards purchase orders to Mohave. Vendor is Pueblo Mechanical & Controls, Inc.
2. Mohave emails Member order to Pueblo Mechanical & Controls, Inc.
3. Pueblo Mechanical & Controls, Inc. provides product/services.
4. Pueblo Mechanical & Controls, Inc. invoices Member.
5. Member pays Pueblo Mechanical & Controls, Inc.
6. Pueblo Mechanical & Controls, Inc. sends Usage and Reconciliation Report to Mohave.
7. Pueblo Mechanical & Controls, Inc. remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of the month.
- The 2009 RS Means Facilities Construction Cost Book (Div. 23 only), the 2009 RS Means Mechanical Cost book and the current version of the 2009 HVACR price guide will be used as the basis for pricing under your contract.
- As required in the general terms and conditions of RFP 09D-0716 (page 17, **Unit Price Book Copies**) you are required to furnish Mohave with adequate copies of the approved unit price books listed above. These copies will be provided for both the procurement and accounting specialists, to be assigned to your contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book. We require 1 copy of the current 2009 HVACR price guide, in either printed or electronic form. Since we have the 2009 RS Means pricing information on file for your existing contract, you will not need to provide new copies of the RS Means pricing until

2010. Submit this no later than September 15, 2009. If not received, your contract shall be placed on hold until this is rectified.

- Quarterly updates to the CCI shall be allowed under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.
- Performance and payment bonds must be provided for any projects over the competitive bidding threshold in effect at the time of a job order (currently \$33,689 for schools). **All required bonds will be provided to member prior to starting the work.**
- Members may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently \$33,689 for schools); or less than an amount determined by a non-school member.
- Your price proposal indicated that *"mobilization varies by project scope and location."* Please provide clear price information as to what the mobilization charges would be. **Submit this via email to Mark DiBlasi (mark@mesc.org) no later than September 15, 2009. If this is not received, mobilization charges will not be allowed under your contract.**
- Your answer to question 3.4 indicated that you would not be using an additional customer agreements. However, a sample extended warranty document was included after Tab 8. This document contained the following term that must be removed in order for the extended warranty document to be used under your new contract.
 - #6 - Entire Agreement - This must be removed.**Submit a revised version of the extended warranty agreement via email to Mark DiBlasi (mark@mesc.org) no later than September 15, 2009. If this is not received, the agreement will not be allowed under your contract.**
- All promotional pricing (discounts, promotional pricing, etc) must be approved by Mohave, prior to being offered to any of our members.

TJD 8/14/09



September 1, 2009

Review of Request to Add Ancillary Services to Mechanical Contracts Awarded Under RFP #09D-0716

Pueblo Mechanical requested that we consider the inclusion of ancillary services, outside of division 23, under their award from RFP #09D-0716. After reviewing the information that Pueblo Mechanical provided to the contracts team, we had several questions requiring additional research:

- *Would any of the excluded line-items in 2.2.16 prevent us from adding the ancillary services?*

No. There doesn't appear to be anything related to the ancillary services that they are requesting, in the excluded sections of Division 1. The items excluded in the RFP under 2.2.16 (*UPB Division 1 sections before 54, Temporary Construction*) include the following:

Professional consultants	Coordination (<i>Field Personnel,</i>
Construction Management Fees	<i>Insurance, Main Office</i>
Engineering Fees	<i>Expense, General Contractor's</i>
Models	<i>Mark-Up, Overhead,</i>
Renderings	<i>Performance Bond</i>)
Contingency Allowances	Photographic Documentation
Factors Allowance	Permits
Job Conditions Allowance	Quality Control (<i>Testing &</i>
Job Conditions	<i>Inspecting Services</i>)
Overtime Allowance	Temporary Utilities
Cost Indexes	Field Offices and Sheds
Taxes	Protection Equipment
Project Management	Safety Nets

- *Are demolition services precluded from the award?*

No. They don't appear in any of the sub-headings excluded in Division 1.

- *Is mobilization in the excluded line-items in 2.2.16?*

No. It doesn't appear in any of the sub-headings excluded in Division 1.

- *What type of impact would not having the ancillary services have on the Bel-Aire contract?*

I spoke with Roxanne at Bel-Aire, and she confirmed that not having these ancillary services would impact their ability to provide a "complete solution." They assumed that since we specifically said "only Division 23" that they were going to have to sub out those services, and not include them through a Mohave project. This would restrict contract usage and effectiveness.

In addition, Pueblo Mechanical provided us with some examples of projects (see attached) that appear to confirm the need for the following ancillary services:

- Site Prep (Division 1)
- Electrical disconnect/reconnect (Division 26)
- Plumbing – Pipe Fittings/valve replacement (Division 22)
- Thermal/Moisture Protections (Division 7)
- Concrete pad modification or replacement (Division 3)
- General Site Demo (Division 2)
- Masonry (Division 4)
- Metals – Framing for supports (Division 5)
- Openings – New door/windows for mechanical closures (Division 8)
- Finishes – Stucco, plaster and paint (Division 9)
- Earthwork – Excavating piping (Division 31)
- Utilities – Updated utility connections (Division 33)

With that research in mind, the contracts team approved the request to allow the inclusion of the ancillary services. Pricing for the Pueblo Mechanical and Bel-Aire Mechanical contracts will be as follows:

Pueblo Mechanical (09D-PMAC-0902):

- The 2009 RS Means Facilities Construction Cost Book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs), the 2009 RS Means Mechanical Cost book and the current version of the 2009 HVACR price guide will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

Bel-Aire Mechanical (09D-BAMI-0902):

- The 2009 RS Means Facilities Construction Cost Book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs) will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

These changes will be effective on the award date for these contracts, September 2, 2009.



Mark DiBlasi
Contract Specialist II, CPPB

**Point Paper
On
JOC IFB Award Rqmts/Action Items for Award [Division 23 Only Impact]**

ISSUE: In order to benefit the members for full service mechanical some ancillary items are required to provide "turn Key" services. The inclusion of Unit Price Book "Div. 23 only" for the basis of pricing under this contract is far too restrictive and effectively nullifies this contract as a cost effective/expeditious method of procuring mechanical services. By limiting work to "Div. 23 only" rather than "Div 23 primarily with required ancillary" there are essentially no mechanical projects available under this contract.

DISCUSSION: We are extremely excited about the opportunity to continue our successful relationship with Mohave Educational Services Cooperative via the recently awarded JOC. However, after reviewing the recently released notes on the award we were surprised to see the restrictive language of **Division 23 only** [we cannot find that restriction listed anywhere in the original RFQ or RFP – we referenced mechanical and ancillary as required throughout our response to the RFQ / RFP]. The information below is intended to demonstrate why Division 23 as the sole source of pricing is not feasible for not only large/complex mechanical projects but most rudimentary mechanical projects as well. The samples below are very common mechanical projects representing small [unitary change out], medium [tower change out], and large projects [mechanical central plant and unitary renovations]. All of these projects have a distinct mechanical focus [vast majority of cost/labor] but require ancillary support from other UPB divisions for completion;

Small unit replacement project [approx. \$6,000 - \$10,000 depending on complexity]:

- A very simple 3 ton Heat Pump replacement consists of the following basic elements [complex jobs require additional ancillary work];
 1. HVAC – Equipment and startup/checkout [Division 23]
 - Site Prep – A rental crane [or similar rigging device] is required to remove the old unit and place the replacement unit [Division 01]
 - Electrical – The power must be disconnected and reconnected. Existing electrical disconnects [required by code] normally require replacement as well as "WHIPS" the EMT from the disconnect to the unit [Division 26]
 - Plumbing - Condensate pipe/fittings; normally schedule 40 PVC [Division 22]
 - Thermal/Moisture Protection - Roof modification/sealing; new units normally require a modification to the existing penetration or roof sealing [Division 07]

Medium cooling tower(s) replacement project [approx. \$100,000 - \$300,000 depending on complexity]:

- A basic cooling tower replacement normally consists of following basic elements at a minimum [complex jobs require additional ancillary work]
 1. HVAC - Cooling Tower(s), pumps, balancing, etc.; equipment and startup/checkout [Division 23] – See page two(2)

- Site Prep - A rental crane [or similar rigging device] is required to remove the old tower and place the replacement tower [Division 01]
- Electrical - The power must be disconnected and reconnected. Many tower replacement require new/upgrade electrical connections to include new panels or sub panels and Variable Frequency Drives [Division 26]
- Concrete - Pads normally require modifications or replacement [Division 03]
- Plumbing - Piping, valves, insulation, etc. almost all tower replacements require some degree of piping and special valve replacement [Division 22]

Large central plant [chiller/boiler, piping, pumps, unitary change outs, etc.] [Approx. \$300,000 - \$1,000,000 depending on complexity]:

- A basic central plant and mechanical upgrade project normally consists of following basic elements;
 1. HVAC – Vast majority of project focus, major equipment, ductwork, mechanical valves, air/water balance and treatment, energy efficient controls, pumps, vents/registers, etc [Division 23]
 - Site Prep – Rigging, large project mobilization, trailer, waste management, site prep, etc. [Division 01]
 - General Demo – Selective site demo and remediation if required [Division 02]
 - Concrete – Mechanical equipment pad modification or construction [Division 03]
 - Masonry – Remodel or modify existing mechanical yard/room [Division 04]
 - Metals – Framing for custom mechanical pipe supports, stands for mechanical equipment, etc. [Division 05]
 - Thermal/Moisture Protection – Roofing modifications to accommodate new mechanical equipment [Division 07]
 - Openings – New doors/windows for mechanical closures [Division 08]
 - Finishes – Repair/replace damaged walls w/stucco, plaster, and paint [Division 09]
 - Plumbing – Schedule 40 mechanical piping, pipe hangers, special valves, insulation, mechanical drains, separators, etc. [Division 22]
 - Electrical – New electrical connections and circuits dictated by code [can be very extensive] [Division 26]
 - Earthwork – Excavating mechanical piping, equip. pad earthwork, etc. [Division 31]
 - Utilities – Large mechanical projects often require updated utility connections to accommodate new equipment [Division 33]
- We conducted a detailed analysis of all Mohave projects [non-service] in calendar year 2008, of the 46 applicable mechanical projects 45 projects [97.8%] required work outside Division 23

RECOMMENDATION: In order to make this contract beneficial to the members and allow them to procure full service mechanical services we recommend the following:

To provide the essential latitude to complete the most basic of mechanical work the phase "Div. 23 only" should be changed to "Div. 23 primary" or references to Div 23 only deleted entirely. It is understood Division 23 is the primary source of pricing but its imperative contractors have the ability to capture essential ancillary project costs in order to make this contract beneficial to the members.

Pueblo Mechanical & Controls, Inc.
Mohave Contract #05G-PMAC-0608

Client: Mohave Educational Services
Project: Mohave Building Mechanical Upgrade

Description: Remove/replace existing units with 1 5-Ton and 2-4-Ton Gas Packs with associated register upgrades, duct modifications, cooler demo, electrical/wire, programmable T-stats, and roof capping/sealing as req.
Prepared by: John N.

Qty.	Unit	Means Number	Description	Price	Extension
3.00	Ea.	23 05 0510 5100	Roof top air conditioner, DEMO. up thru 10	\$760.00	\$2,280.00
125.00	Lb.	23 31 1313 0520	Metal Ductwork, fabricated rectangular, gal	\$7.75	\$968.75
130.00	L.F.	23 33 4610 2020	Ductwork, flexible coated fiberglass fabric	\$11.20	\$1,456.00
100.00	Lb.	23 05 0510 1570	Ductwork, DEMO. metal; steel and sst, fab	\$1.05	\$105.00
0.50	Day+	01 54 3360 2500	Rent crane truck mounted, hydraulic, 25 to	\$1,161.60	\$580.80
3.00	Ea.	23 09 5310 5040	Control Components, thermostats, electric	\$177.00	\$531.00
1.00	Ea.	23 74 3310 1140	Rooftop air conditioner, 5-Ton single zone,	\$6,475.00	\$6,475.00
2.00	Ea.	23 74 3310 1120	Rooftop air conditioner, 4-Ton single zone,	\$5,875.00	\$11,750.00
22.00	Ea.	23 37 1310 1560	Diffuser, steel, ceiling, round, 12" diameter	\$91.00	\$2,002.00
9.00	Ea.	23 37 1330 1100	Grille, aluminum, air return, 12" x 12"	\$52.00	\$468.00
3.00	Ea.	23 05 0510 1730	Evaporative cooler, DEMO up thru 5 H.P.,	\$385.00	\$1,155.00
2009 Facilities CostBook					
15.05	L.F.	26 05 3335 1090	Flexible metallic conduit, sealrite, 3/4" diam	\$8.35	\$125.68
3.00	Ea.	26 28 1620 4340	Safety switches, heavy duty, 2 pole, fusible	\$315.00	\$945.00
3.00	Job	06 16 3610 9000	Sheathing, roof capping/sealing, minimum	\$264.00	\$792.00
2.00	C.L.F.	26 05 1990 1300	Wire, copper, stranded, 600 volt, #8, type 3	\$121.00	\$242.00

MEANS COST SUBTOTAL **\$29,876.23**

MOHAVE DISCOUNT **\$5,676.48**

SUBTOTAL **\$24,199.74**

Sales Tax @ 5.265% **\$1,274.12**

Bond

Project Total **\$25,473.87**

Mohave Administration Fee (included in total) **\$241.97**

Sample Small Project RS Means Breakout - Example Only

Description: Remove cooler, add HP with new duct, grills, and electrical (roof penetration)

Qty.	Unit	Means Number	Description	Price	Extension
1.00	Job	05 12 2340 9000	Lightweight framing, structural steel, minimum	\$645.00	\$645.00
1.00	Job	06 16 3610 9000	Sheathing, minimum labor/equipment charge	\$252.00	\$252.00
1.00	Sq.	07 53 2320 3800	Ethylene-propylene-diene-monomer roofing	\$185.00	\$185.00
300.00	Lb.	23 31 1313 0540	Metal Ductwork, fabricated rectangular, galv	\$7.00	\$2,100.00
1.00	Job	26 27 2620 9000	Wiring devices, minimum labor/equipment	\$140.00	\$140.00
1.00	Ea.	23 81 4310 1560	Heat pump, air to air single package, 3 ton	\$4,125.00	\$4,125.00
0.50	Day+	01 54 3360 2400	Rent crane truck mounted, hydraulic, 12 ton	\$1,065.90	\$532.95
2.00	Ea.	23 37 1330 1200	Grille, aluminum, air return, 18" x 18"	\$67.00	\$134.00
1.00	Ea.	26 28 1620 4510	Safety switches, heavy duty, 3 pole, fusible,	\$515.00	\$515.00
50.00	L.F.	26 05 3305 1770	Rigid galvanized steel conduit, 3/4" diameter	\$9.80	\$490.00
1.00	Ea.	23 05 0510 1710	Evaporator, 12,500 thru 30,000 BTUH, sales	\$390.00	\$390.00
48.44	L.F.	22 11 1374 1870	Pipe, plastic, PVC, 3/4" diameter, schedule	\$12.80	\$620.08

MEANS COST SUBTOTAL **\$10,129.03**

CONTRACT DISCOUNT **\$709.03**

SUBTOTAL **\$9,420.00**

Sales Tax @ **5.53%** **\$520.46**

Bond

Project Total **\$9,940.46**

Offer and Contract Award

Place after Tab 1

RFP 09D-0716**Job Order Contracting for Various Construction Trades****To Mohave Educational Services Cooperative, Inc.:**

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 86-1027390Company Name Pueblo Mechanical & Controls, Inc.Address 2775 E. Ganley Ste 103 City Tucson State AZ Zip 85706Telephone Number (520) 545-1044 Fax (520) 545-1048Printed Name Steve Barry Title General ManagerAuthorized Signature 

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)**Your Proposal is Hereby Accepted:**

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number 09D-PMAC2-0902Awarded this 2nd day of SEPTEMBER 2009.

 Tom Peeler, Executive Director
 Mohave Educational Services Cooperative, Inc.

Awarded as recommended
T. Peeler, 8/10/09

Recommended for award

Centennial Contractors Enterprises, Inc.
Parsons Commercial Technology Group, Inc.
SDB, Inc.

Bel-Aire Mechanical, Inc.
Pueblo Mechanical & Controls, Inc.

The recommended vendors submitted the highest scoring proposals using the criteria set forth in the solicitation and the required scoring methodology. All vendors were determined to be responsible.

The offers were compared using the criteria set forth in the solicitation, the required scoring methodology, and pricing data contained in the proposals. The following is a summary of the final scores utilizing the Heisman method of scoring:

Heisman Ranking	Division	BC	CM	HS	MD	MC	Avg. Rank
Centennial Contractors Enterprises, Inc.	General Contractor	1	2	1	1	1	1.2
Parsons Commercial Technology Group, Inc.	General Contractor	2	1	2	2	2	1.8
SDB, Inc.	General Contractor	3	3	3	3	3	3
Pueblo Mechanical & Controls, Inc.	23 - HVAC	1	1	1	1	1	1
Bel-Aire Mechanical, Inc.	23 - HVAC	2	2	2	2	2	2
Interstate Mechanical Corp.	23 - HVAC	3	3	3	3	3	3

The solicitation authorized a multiple award. The evaluation committee determined that one award for general contractors or for the Division 23 (HVAC) would not be advantageous to our members, nor sufficient to meet the members' varied needs, based on usage under previous contracts and estimated usage under new contracts. Prior to the recent economic downturn, usage of Mohave's JOC contracts was growing each year. In considering the budgetary restraints and purchasing staff reductions that our members are experiencing, the evaluation committee determined that having an additional general contractor, and the addition of two Division 23 (HVAC) contractors, would help with the potential increase in usage of Mohave's cooperative contracts.

The evaluation committee reviewed all of the associated costs included in the proposals. The evaluation committee determined that the only information that was applicable for item 10 on the evaluation score sheet were transportation costs. Any offerors who did not charge travel, M&IE or mobilization fees were given a score of 5 for Item 10 on the score sheet. Offerors who did charge travel, M&IE or mobilization fees were given a lower score of 4 for Item 10 on the score sheet.

The evaluation committee assigned a calculated score for Item 9 on the evaluation score sheet. Price scores were assigned points from 15-0 based on a comparison of each offeror's required coefficient. The same common pricing score was used by all evaluators.

RFP 09D-0716 Award Recommendation (Con't)

The coefficients provided by Interstate Mechanical Corporation were a two-part formula that required clarification. A clarification phone call was made to Bill Thompson by the evaluation committee on 7/30/09. That call confirmed our understanding that the coefficient provided by Interstate Mechanical Corporation was a two-part formula, to be applied to the "material and labor bare cost" columns, instead of the required "Total including O&P" columns of the RS Means UPB. This did not meet specification 2.2.04, which required "*The Weighted Average City Cost Index for the city closest to project location and the prices in 'Total, include O & P' column in the applicable UPB will be used for project costing.*" As such, Interstate Mechanical Corporation received a 0 for Item 9 on the scoresheet.

Details for the recommended awards are as follows:

- Centennial Contractors Enterprises, Inc. was the number one overall scoring offer among the general contractors.
- Parsons Commercial Technology Group, Inc. was the number two overall scoring offer among the general contractors.
- SDB, Inc. was the number three overall scoring offer among the general contractors.

- Pueblo Mechanical & Controls, Inc. was the number one overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes the quarterly HVACR price guide for determining pricing, instead of the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.
- Bel-Aire Mechanical, Inc. was the number two overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes a combination of MCAA (Mechanical Contractors Association of America) labor tables, along with the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.

The evaluation committee determined that the recommended award constitutes the least number of awards required to meet the members' requirements and needs. The ability to perform under an awarded contract, experience in providing the requested products and services, the type of services offered, the existing use of JOC contracts and pricing were all factors in this determination. The committee also determined that the recommended awards should have the ability to satisfactorily respond to any growth in the use of job order contracting for various construction trades contracts by our membership.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List.

Not recommended for award

Interstate Mechanical Corporation: This proposal received scored lower than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

Note: Arizona state JOC procurement rules require one licensed architect or engineer, and one senior management level employee of a construction firm to be part of the evaluation committee for RFQ 09D-0514 and RFP 09D-0716.

For RFQ 09D-0514 and RFP 09D-0716 we used the following outside volunteers:

Bob Carlson - Betnor, Inc. - Senior Management Employee
Herb Schneider - Schneider, Shay, Pian, Pittenger Architects, LLP - Architect

United States Environmental Protection Agency



This is to certify that

UNITED STATES ENVIRONMENTAL AGENCY

Rueblo Mechanical Controls, Inc.

has fulfilled the requirements of the Toxic Substances Control Act, Section 402, and has received certification to conduct lead-based paint removal, repair, and painting pursuant to EPA R Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 21, 2015

NAT-5547-1

Certification #

June 8, 2010

Issued On

Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



JOC Contracts using City Cost Indexes

November 17, 2010

Agreement to amend scope of work to revise application of the Weighted Average City Cost Index (CCI).

In a recent pricing review, it was discovered that our current requirements regarding the application of the Weighted Average City Cost Index (CCI) coefficients does not conform with how the industry applies CCI's to project estimates. It was found that the *RSMeans Costworks* program applies the CCI per division(s) in project estimates, and does not average these coefficients as outlined in the terms of the contract. As most *RSMeans* pricing software cannot be modified to meet Mohave's current requirement, contracts may be difficult to quote pricing efficiently. Mohave has reviewed the industry application of the coefficients by division and determined this to be acceptable. As the effect on final pricing is minimal, we offer to change the terms to bring the requirement in-line with industry practice.


The current scope of work for 2.2 Pricing, 2.2.04 requirement states: *The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.*

Signature of this amendment will result in a change to the requirements as follows:

We agree to amend requirement 2.2.04 as follows: *The City Cost Index shall be applied to each applicable division used for the city closest to project location. These prices will be included in the "Total, include O & P" column for the applicable UPB, and will be used for project costing.*

This agreement supercedes any previous information or requirements regarding scope of work, 2.2 Pricing. This agreement is effective November 30, 2010.

Signature below indicates agreement to modifications as listed.

 dated 11/18/10
John Neuser
Pueblo Mechanical and Controls, Inc.

 dated 11/30/10
Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

11/15/10 MSC/CAM



Design Build HVAC Specialists



RFP 09D-0716
Job Order Contracting for Various Construction Trades

Pueblo Mechanical & Controls, Inc.

PRICE PROPOSAL

Name/Date of Unit Price Book:

**RS Means CostWorks
[Primary UPB]
Facilities & Mechanical
Cost Data**

**HVACR Price Guide
[Secondary UPB – parts/
equipment on listed in
primary UPB]**

***Note: Projects requiring Davis-Bacon wage rates receive an adjustment to
comply with statutory requirements**

Pre-Priced Primary UPB Coefficients [RS Means CostWorks]:

Normal Business Hours [M-F 7am – 5pm]	.81
Other Hours [Weekends, holidays, etc.]	.91
Regional Coefficient Adjustments	Most current RS Means AZ City Cost Index (CCI)

Pre-Priced Secondary UPB Coefficients [HVACR Price Guide]:

Normal Business Hours [M-F 7am – 5pm]	.65 [List Pricing Column]
Other Hours [Weekends, holidays, etc.]	.75 [List Pricing Column]
Regional Coefficient Adjustments	Note: No CCI available with the HVACR Price Guide

RFP 09D-0716
Job Order Contracting for Various Construction Trades - HVAC



Design Build HVAC Specialists

MOHAVE

CONSTRUCTION SERVICES

Special Pricing Items Not Priced in Primary [RS Means] and Secondary [HVACR Price Guide]:

Similar/Corresponding RS Means Equipment/Project 1.25

NOTE: The use of this special pricing coefficient will only take place when the equipment is not listed in the primary or secondary UPS and will include a statement on the RS Means breakout clearly indicating that pricing is not available via UPBs.

Explanation Notes: Established coefficients represent the minimum realistic cost estimate to capture direct costs, overhead, and a sustainable profit. The coefficients represent project cost averages based on project audits from the last three years of utilizing the price book. A secondary UPB is listed to capture items not listed in the primary UPB [e.g. service parts, etc.]. Items not listed in the primary or secondary UPBs are priced utilizing similar items with a pricing coefficient of 1.25 and will only be used when pricing is not available from the primary and secondary UPBs.

Professional Services

Design Services [Mechanical/Electrical]	\$97.50/hr
Engineering Services	\$123.50/hr

Other Professional Services

Drafting [CAD] Design	\$78.50/hr
Architect	\$123.50/hr

Maintenance Services [based on hourly labor rates]

HVAC Centrifugal Absorption Tech	\$91.50/hr
HVAC Reciprocal Commercial Tech	\$87.50/hr
Pipefitter / Steamfitter	\$85.00/hr
Sheet Metal Installation	\$65.00/hr
Water Treatment	\$88.50/hr
General Labor	\$35.00/hr

Other Charges

100% Performance/Payment Bonds	1.25% of project cost
Meals and Incidental Expenses (M&IE)	Per AZ State rates
Transportation and Lodging	Per AZ State rates

RFP 09D-0716

Job Order Contracting for Various Construction Trades - HVAC



Design Build HVAC Specialists



Expedited Shipping

Direct Cost

Mobilization

**No additional charges
other than allowed as
pre-priced line items in
the UPB**

Other [print sets, permits, extra O&M manuals, etc.]

Direct Cost

RFP 09D-0716

Job Order Contracting for Various Construction Trades - HVAC

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICE AGREEMENT NO. 032112

**WOMEN'S JAIL DORMITORY FLOOR PROJECT
FURNITURE REMOVAL AND REPLACEMENT**

THIS AGREEMENT, made and entered into this 4th day of April, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and Norment Security Group, Inc., of the City of Tracy, State of California, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

All work must be performed in conformance with industry standards and best practices and by a Certified Contractor in good standing.

Scope of Work

In order to repair the floor in the Gila County Jail Women's Dormitory all of the beds and tables must be removed. The furniture shall be removed by the contractor and placed onsite in the recreation area. Once the floors have been repaired the contractor shall replace and remount the existing beds and tables.

See attached **Exhibit "A"** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's

See attached **Exhibit "A"** for fee description and rates.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the

contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the agreement shall commence date signed by County Manager and shall remain in effect until May 31, 2012.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed \$ 9,200.00 for the contract term without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of Contract No. 032112, each for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

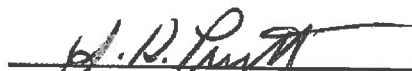


Don E. McDaniel Jr., County Manager

Date:

4/4/12

NORMENT SECURITY GROUP, INC.




Signature

Ken Pruitt / PM

Print Name

Date: 3-29-12

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

EXHIBIT "A"

Norment Security Group, Inc.

125 Gandy Dancer Dr.

Suite # 140

Tracy, CA 95377

Date	Quotation#
3/19/2012	4390

Name / Address
Gila County Gile County Finance 1400 East Ash St. Globe, AZ 85501

John K. Pruitt (Ken)
Service/Maintenance
Project Manager
Norment Security Group, Inc.
125 Gandy Dancer Dr. Suite 140
Tracy, CA 95377

Office: 209-855-8001
Fax: 209-855-8002
Direct: 209-855-8015
Cell: 925-998-7449

Project

Item	Description	Qty	Rate	Total
Travel	Travel to facility	8	100.00	800.00
Labor	Onsite Labor to remove and place the following material in the onsite recreation area. (20) Floor Mounted Double Bunks, and (10) Floor Mounted Tables	16	150.00	2,400.00
Travel	Travel from facility	8	100.00	800.00
Travel	Travel to facility	8	100.00	800.00
Labor	Onsite Labor to reposition and reinstall the above material.	24	150.00	3,600.00
Travel	Travel from facility	8	100.00	800.00
Miscellaneous M...	Anchor bolts and consumables are included in this quotation. Norment to provide (ONE) field technician. GC or facility to provide (ONE) fit worker to assist Norment.			
			Subtotal	\$9,200.00
			Sales Tax (0.0%)	\$0.00
			Total	\$9,200.00

If you have any questions or concerns regarding this quotation, do not hesitate to contact me by phone, or at ken.pruitt@normensecurity.com



3600 Digital Drive | Dubuque, Iowa 52003 | (800) 688-2656 | (563) 556-8120 | fax (563) 556-8149
Federal ID: 42-1419553

Software and Services Proposal

Date: March 26, 2012

Proposal Expiration Date: June 7, 2012

Contract No.: C1203031

Organization Gila County
Contact Tom Homan
Department GIS
Address 1400 East Ash
City Globe

State/Prov. AZ

Zip/Code 85501

	Purchase Type	Qty.	Total Price	Future Annual Renewal Fee due 9/9/12
SOFTWARE PRODUCTS				
CARTElite ¹	License Conversion Fee & Subscription License	4	\$4,449.42	\$2,800.00
TOTAL PROJECT COST			\$4,449.42	
TOTAL FUTURE ANNUAL RENEWAL FEE				\$2,800.00

NOTES: Gila County is relinquishing all existing Cartegraph licenses by agreeing to this proposal for new/different licenses. Upon installation of the licenses contained in this proposal the County agrees to remove all prior licenses from use.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Proposal without written approval from **Customer**. In the event it becomes apparent to **Cartegraph** that additional service efforts will be needed due to any changes in the scope of this proposal, **Cartegraph** will notify **Customer** prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

Additional Services

Cartegraph can also provide additional fixed fee business and technical services as may be requested by **Customer**, including:

- Business Assessment Services
- Data Conversion Services
- Modification Services

Any additional services are available to **Customer** at the rate of \$150 per hour (2-day minimum required for on-site service) plus travel expenses.

¹ CARTElite Subscriptions include the above-named number of concurrent licenses of any of the following applications: WORKdirector, CALLdirector, PAVEMENTview, PAVEMENTview Plus, SIGNview, SIGNALview, MARKINGview, LIGHTview, BRIDGEview, STORMview, WATERview, SEWERview, TREEview, PARKview, VERSAtools, MAPdirector, MAPdirector for ArcGIS, and GISdirector.

Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services will run through 9/9/12.

Each subsequent term will commence upon completion of the prior term and will continue for a period of one (1) calendar year there from. **Customer** may terminate their Subscription, Maintenance or Service Support, if applicable, at the end of the Initial Term or any subsequent Renewal Term by notifying **Cartegraph** in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

For estimated future annual renewal fees, see pricing table above. Annual renewal fees will increase by no more than 5% each year.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.
3. **Invoicing:** Invoicing for any given Software Products shall occur upon delivery. Invoicing occurs monthly for Project Services as they are incurred on the project. Partial billings on fixed fee costs will be invoiced monthly as incurred.
4. **Expenses:** In providing the services included in this Proposal, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

This Proposal constitutes the complete and exclusive agreement between Cartegraph Systems, Inc., and the above company, superseding all other proposals, oral or written and all other communication with respect to the terms of the agreement. Proposal must be executed and returned to **Cartegraph** prior to the expiration date shown above or all terms contained herein are invalid and the entire Proposal is void.

Customer acknowledges that all materials and documents associated with this project are proprietary in nature. **Customer** further agrees not to copy or otherwise make available such materials outside of **Customer's** organization and its divisions and departments without the prior written consent of **Cartegraph**, except as required by law.

Acceptance

The parties, each acting under due and proper authority, have executed this Proposal as of the date written below:

GILA COUNTY, AZ

By:


Signature

Date:

4/10/12

Please
Print

Don E. McDaniel Jr., Gila County Manager

Name

Title

CARTEGRAPH SYSTEMS, INC.

By:



Mark Weber, CFO

Date:

3/26/2012